



# Legacy Nature Preserve

## **Access and Education Management Plan**

**February 2007**



# **ACCESS AND EDUCATION MANAGEMENT PLAN FOR THE LEGACY NATURE PRESERVE**

Prepared for:

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January 2007



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## **1.0 INTRODUCTION**

### ***1.1 SCOPE AND RATIONALE***

The Access and Education Management Plan (AEMP) has been created in order to clarify the nature and extent of the public's interaction with the Legacy Nature Preserve (LNP). The primary mission of the LNP is to provide quality wildlife habitat in perpetuity, so those responsible for managing the LNP must carefully consider what role the local communities can and should play in the LNP. The AEMP is intended provide guidance to LNP managers with regard to public access and educational opportunities in and around the LNP.

Broken into two sections—access and education—this AEMP outlines clear management goals as they pertain to access and education and provides effective management strategies necessary to meet the specified goals.

### ***1.2 LEGAL MANDATES***

In January 2001, the Army Corps of Engineers (Corps) issued Section 404 Permit #2000350493 for the construction of the Legacy Parkway, which also mandated the development of the LNP to serve as mitigation for the direct and indirect impacts to wetlands and wildlife that would result from Parkway construction. Planning, monitoring, and reporting efforts for the LNP, as directed by the Section 404 permit, also began in 2001. The Section 404 permit specifies that within the 2,098 acres of the LNP, 12 acres of slope wetlands are to be created, and wetland functions of 778 acres of existing wetlands are to be restored and enhanced. The permit further requires development and implementation of the Adaptive Management Plan (AMP), which was completed in December 2005.

### ***1.3 RELATIONSHIP TO OTHER PLANS***

The AMP, completed in December 2005, provides comprehensive guidance for management of the 2,100-acre LNP in perpetuity. The management objectives of the AMP are stated in general terms, with the intention that three detailed management plans would tier to the AMP to provide additional guidance: the Habitat Management Plan (HMP), the Comprehensive Water Management Plan (CWMP), and the AEMP. Collectively, these plans provide a vision and purpose for the LNP and are intended to serve as long-term, adaptive guidance for staff involved in the management of the LNP. The AEMP can also be used by the LNP manager as a stand-alone document when addressing management issues pertaining to public access and educational opportunities.

## **2.0 LNP ACCESS**

### ***2.1 PUBLIC ACCESS***

#### **2.1.1 GOAL**

Manage public access to fulfill the mission of the LNP.

#### **2.1.2 CONSIDERATIONS**

According to the LNP mission statement:

The Legacy Nature Preserve provides in perpetuity quality wildlife habitats for mitigating impacts to wetlands and wildlife associated with the Legacy Parkway.

The Section 404 permit states that the LNP exists as mitigation for impacts in the form of loss of wetlands and wildlife habitat, habitat fragmentation, and noise. Therefore, because wetland and wildlife restoration and enhancement are primary objectives within the LNP, providing public access to the LNP will need to be subject to permit requirements, the preservation of wildlife habitat as a priority objective, seasonal restrictions to protect nesting and staging wildlife populations, and other factors:

- Seasonal nesting patterns of birds and uses by other wildlife must be considered in determining access times, durations, and locations. Specifically, the LNP provides nesting habitat for bald eagles and peregrine falcons.
- In high water years, the LNP area above the 4,217-foot elevation becomes critical wetland habitat for shorebirds and other wildlife. If, during these years, wildlife populations are concentrated above the 4,217-foot line, human access to these areas would have a greater impact on wildlife. Therefore, human access to these areas will be discouraged at these times until more favorable conditions for wildlife return.
- The 125-acre parcel of land located west of the 500 South Interchange has been identified in the Section 404 permit as "future mitigation property." The permit stipulates that this area be given preference for public access and facilities (see Section 2.2 for further details on the management of the 125-acre Parcel).

The adaptive nature of LNP management lends itself to the possibility that access opportunities may change over time. As conditions improve and evolve throughout the LNP, additional access may be allowed or discouraged in particular areas. These future access considerations will be made by the LNP manager and reviewed by the Collaborative Design Team (CDT), the Science Advisory Committee (SAC) and/or the Corps. Public access and/or trails will be accommodated to such a degree that it promotes the overall mission of the LNP.

### **2.1.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – Prevent unauthorized entry through the use of perimeter barriers, signage, and designed travel routes. Barriers around the LNP could include fencing, water structures, vegetation, etc. With the exception of a portion of the LNP that borders the Jordan River, the area boundary will be fenced. Only LNP staff, authorized visitors, and entities with prior approval will have access to the site. "No Trespassing" signs will remain posted along the LNP perimeter to enable enforcement by the county sheriff office and Utah's Division of Wildlife Resources (UDWR). Signs should be maintained and replaced as needed. Designated routes could be developed with boardwalks, even if they do not cross wetlands, in order to manage human traffic.

**Management Strategy #2** – Provide public education regarding the LNP ecosystem. Strategically placed interpretive signs should include highlights of the wetland ecosystem, and the critical resting, nesting, and staging habitat it provides. Signage should also convey the message that the LNP is mitigation for the Parkway, with an explanation of what mitigation is, and why human access within the LNP is not emphasized (public outreach and education discussed further in Section 3.0, LNP Education).

**Management Strategy #3** – Require site visit requests to be evaluated and approved by established criteria. The LNP manager will use the Visitation Criteria Checklist (see Appendix A) to determine if each public inquiry is appropriate. If the request would be met better at another education facility, a referral will be made. The LNP manager will then notify the facility of the referral (see Section 3.3, Regional Educational Strategy, for details on neighboring education centers).

If LNP manager authorizes a site visit, she/he will coordinate and prepare for the visit as appropriate. The manager will ensure that there is proper staffing to accommodate visitors, that the visits will not conflict with time-sensitive management duties, and that the impacts to wildlife will be minimal.

**Management Strategy #4** – Manage for appropriate uses on the LNP. The following is a list of uses that will and will not be acceptable within the LNP:

- Compatible Uses: Maintenance, management, research, and authorized access.
- Conditional Uses: Guided tours and authorized access.
- Incompatible Uses: Unauthorized entry, camping, hunting, fishing, cycling, boating, motorized vehicle use, horseback riding, pets, building fires, target practice, and dumping.

**Management Strategy #5** – To help meet requests for public tours, the manger may hold annual or bi-annual open-house tours. The concentration of visitors into one or two days a year will allow the manger to complete other management tasks on a more consistent basis. This open-house event would be planned several months in advance, and if a tour inquiry is made but cannot be met at that time, the manager could refer them to the open-house tour. LNP staff and volunteers would manage the open-house tour. The event would be advertised in local newspapers and community venues.

**Management Strategy #6** – Individuals or group requests for service projects or volunteer opportunities will be accommodated on a case-by-case basis. The individual or group may identify the project they wish to perform, and the LNP manager may provide an itemized list of potential projects. Group project or volunteer requests that do not support the mission of the LNP will be referred to other organizations. The LNP manager may also make recommendations for volunteer or service projects as she/he deems appropriate (e.g., trash removal, or fencepost or signage maintenance).

**Management Strategy #7** – To control the possibility of harm and harassment of nesting and wintering bald eagles and peregrine falcons, the following actions will be taken on the LNP:

- No recreational facilities that encourage extended public access (e.g., picnic tables, observation towers, rest areas) will be allowed within 1 mile of nest and root sites. Facilities that allow transient human use (e.g., walking trail or kiosks) may be situated within 0.25 mile of historically active nests, with proper coordination with the U.S. Fish and Wildlife Service (USFWS), but these may require additional conservation measures, such as vegetative buffers that minimize visual disturbance and noise.

- No unauthorized human access within 1 mile of the bald eagle nest will occur during the courtship through incubation/brood rearing periods (approximately January 1 through May 21). However, during the breeding/nesting season, water control structures located within 0.25 mile of the bald eagle nest may require occasional access for monitoring and manual adjustments. Access would be allowed only after the eagle young have hatched (generally after March), and with continuous monitoring of eagle behavior. During the nestling through post-fledging dependency periods (approximately May 21 through August 31), the buffer may be reduced to 0.5 mile. No human access will occur from November 1 through March 31 within 0.5 mile of bald eagle winter roosting sites.
- Continuous monitoring of the bald eagle nest by a qualified wildlife biologist for activities occurring within 1 mile of the site will be the only access permitted on a year-round basis. If, during monitoring, the bald eagles appear disturbed in any manner, activities near the site will cease and the Utah Department of Transportation (UDOT) will coordinate with the USFWS to coordinate contingency efforts that would mitigate past disturbance (if possible) and minimize future disturbances.
- Coordination with the USFWS may occur on a case-by-case basis to make an exception to the above-mentioned seasonal restrictions. Exceptions may include research, education, and LNP management and/or maintenance activities. Monitoring schedules for areas that fall within the buffer and timeframe will be coordinated with the USFWS.

**Management Strategy #8** – Public access will be restricted during high-water years. Because approximately one-third of the LNP is above the 4,217-foot FEMA floodplain, the LNP will provide critical habitat for avian species during high-water years. Access will not be permitted during high-water years in order to minimize disturbance to shorebirds. Exceptions may be made for maintenance and/or research at the discretion of the LNP manager. As the water recedes after a high-water year, the LNP manager will determine when human access will no longer disrupt avian species.

**Management Strategy #9** – Public access via the Jordan River will not be permitted. Signs placed along the Jordan River will inform boaters that trespassing is not allowed. Trespassing violations will be handled according to Section 2.5, Enforcement, below. Additional signs that inform boaters that there is no access to local roads via the LNP may also need to be posted along the river to discourage trespassing.

## ***2.2 THE 125-ACRE PARCEL***

### **2.2.1 GOAL**

Concentrate public access and potential facilities development to the 125-acre Parcel area of the LNP.

### **2.2.2 CONSIDERATIONS**

In order to minimize direct and indirect impacts to the LNP, the 125-acre Parcel at 500 South has been specified in the Section 404 permit as an area that should be given preference when considering facilities development.

The Corps must approve the location and type of amenities for the public facilities prior to construction.

The 125-acre Parcel will be managed similar to the rest of the LNP, specifically the Wet Meadows Management Area, in the absence of facilities development.

### **2.2.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – Public access, facilities, trails, and wetlands creation for education purposes will be focused on the 125-acre Parcel located at the 500 South Interchange. Access and/or development of the 500 South area would meet Section 404 permit stipulations and discourage wetland and wildlife disturbance and habitat fragmentation on the "original" 2,098-acre preserve that was approved by the Corps in the Section 404 permit.

**Management Strategy #2** – Appropriate uses for the 125-acre parcel would be the same as the rest of the LNP (see Section 2.1.3, Management Strategies, #4). Compatible uses, specific to the parcel, could include pedestrian access on designated routes and trails, and use of public amenities located on the site. This pedestrian access would be confined to the 125-acre parcel and not extend out onto the LNP.

## **2.3 TRAILS**

### **2.3.1 GOAL**

Control and direct human traffic in sensitive areas.

### **2.3.2 CONSIDERATIONS**

The LNP has been established as mitigation for wetland and wildlife impacts resulting from the construction of the Legacy Parkway. With a mission to preserve quality wildlife habitats in perpetuity, it would be difficult to uphold the LNP mission and allow for human access via trails.

UDOT has created 14 miles of trails within the Parkway right-of-way (ROW). The trails run along the east and west sides of the Parkway. On the south end, the trails connect to the Jordan River Parkway, and on the north end, they connect to the Denver & Rio Grande trail. The trails along the Parkway also connect multiple trails serving communities to the east of the Parkway (Figure 1). A trail west of the Parkway, within the ROW, will allow trail users to view the LNP as they travel from Center Street in North Salt Lake to 500 South in Bountiful. There are no formal trails within the LNP.

The trail on the west side is a 6-foot-wide, gravel trail with 2-foot, soft shoulders on either side. It is accessible to pedestrians only. The trail on the east side of the Parkway is a 10-foot-wide trail with a 4-foot, soft shoulder for equestrians. Pedestrians, bikes, and equestrians are permitted on the trail east of the Parkway. Pets are permitted on both east and west side trails.

### **2.3.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – Any new trails within the LNP must be carefully placed to avoid habitat impacts and minimize wildlife disturbance. Existing roads should be looked at as options for future trail construction.

**Management Strategy #2** – LNP trail use will be restricted to foot traffic only. No bicycles, motorized vehicles, horses, or pets will be allowed.



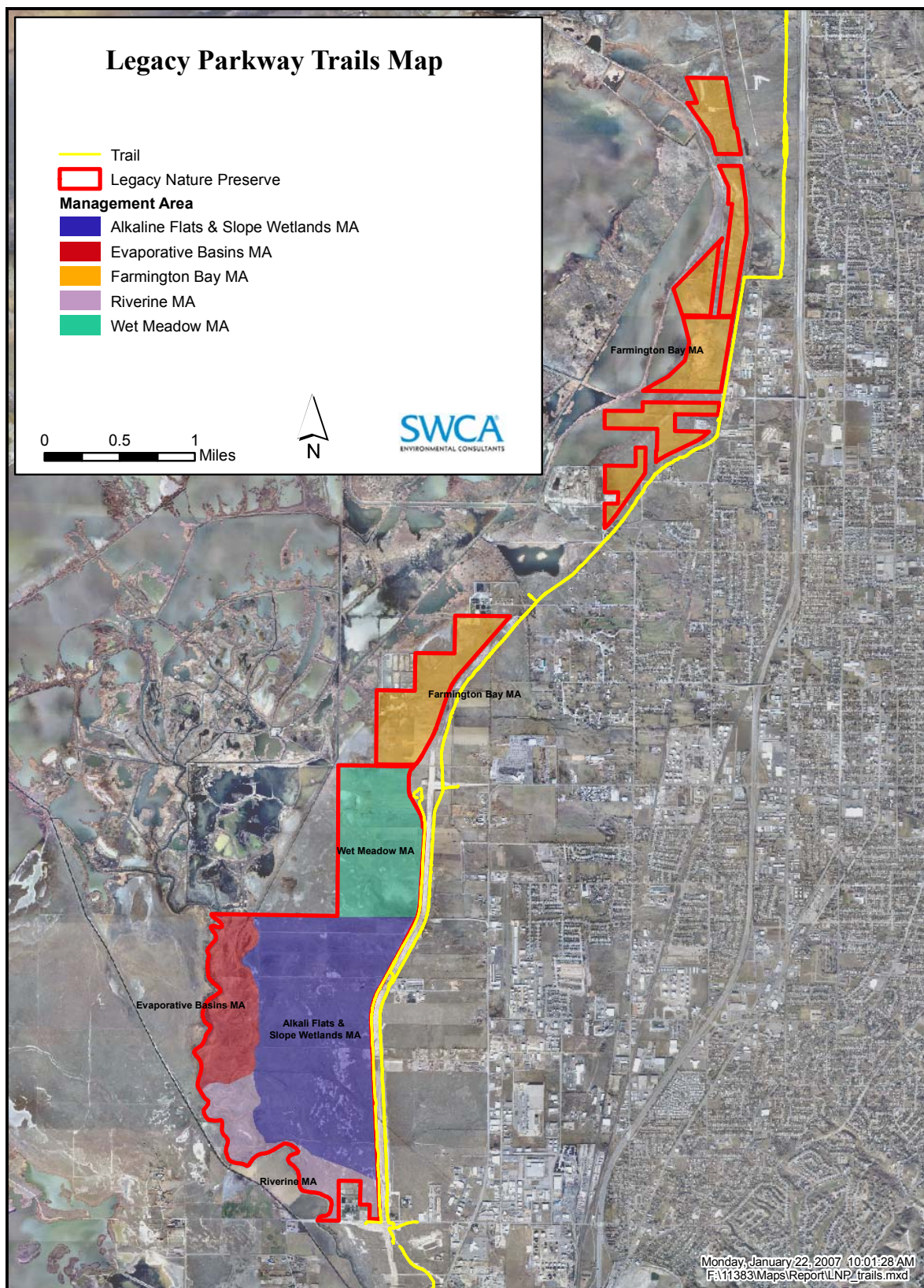


Figure 1. Legacy Parkway trails map.

**Management Strategy #3** – Consultation with the Corps, USFWS, and CDT must take place prior to trail construction to ensure that unacceptable negative impacts to wetlands and wildlife habitat do not occur.

## **2.4 LEGAL AND AUTHORIZED ACCESS**

### **2.4.1 GOAL**

Provide minimally intrusive access for entities that have legal and/or authorized access to the LNP.

### **2.4.2 CONSIDERATIONS**

Entities with existing easements, ROWs, and authorized access will be able to enter the LNP as necessary. Prior coordination with LNP manager will be necessary before coming onto the property in order to reduce impacts to bald eagles and other wildlife. New requests for on-going access will need to be presented to the LNP manager for review prior to authorization. Entities must stay on existing roads unless prior approval is granted.

### **2.4.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – Regular contact must be established and maintained with all entities that have legal access to the LNP. The entities and LNP manager must identify the times throughout the year when access is necessary and the nature of these visits, as well as establish the access points for these visits (Table 1; see Appendix B).

**Management Strategy #2** – Access point locations on the LNP must be identified and monitored for possible trespassing. Access points include a gate on the southernmost end of the Riverine Management Area, four gates along the Alkali Flats & Slope Wetlands Management Area (one referred to as "9th North gate" and one as the "2425 gate"), and two gates within the Farmington Bay Management Area along Sheeps Road. The gates open to dirt roads in various conditions (Figure 2).

**Management Strategy #3** – Authorized entities must be contacted as necessary regarding LNP access management actions and/or concerns. Issues such as critical nesting and roosting periods, nests identified within a utility's ROW, high-water or flooding issues, changing locks or access points, and vandalism could warrant a call from the LNP manager to the appropriate entities. Written agreements between UDOT and authorized entities may be necessary to ensure access is acceptable and appropriate (see Appendix B).

**Management Strategy #4** – Acceptable access points, travel routes, travel behavior within the LNP must be designated to authorized entities. Clarify that access will be allowed on established roads, where possible, and that high-impact travel (e.g., travel at high speeds, during times when the ground is saturated, through sensitive habitats) is not permitted.

**Management Strategy #5** – Maintain Section 404 permit requirements and uphold the mission of the LNP by not authorizing additional easements and ROWs. Placing additional easements and ROWs on the LNP would be in violation of the Corps Section 404 permit and would not be congruent with the LNP mission of preserving habitats into perpetuity.

**Table 1. Entities with Current ROW Access to the LNP**

<b>Utility/Agency</b>	<b>Access Type</b>	<b>Access Needed</b>	<b>Contact (Phone #)</b>
PacifiCorp (formerly Utah Power)	Overhead power transmission	Inspection and repair – periodic Emergencies – anytime	Steve Jensen (801-220-2321)
Chevron	Underground petroleum	Inspection and repair – periodic Emergencies – anytime	Bob Sweeney (801-975-2326)
Tesoro Petroleum	Underground petroleum	Inspection and repair – periodic Emergencies – anytime	Rod Pennar (303-572-4909)
U.S. Bureau of Reclamation <sup>1</sup>	A-1 Irrigation Ditch	Inspection and repair – periodic Emergencies – anytime	Dave Krueger (801-379-1083)
Real Salt Lake	Radio towers	Emergencies – anytime	Scot Mathews (801-325-3180)
South Davis County Sewer Improvement District	Drainage canals	Inspection, repair, clearing, and dredging – periodic Emergencies – anytime	Unknown (801-295-3469)
U.S. Department of Agriculture	Survey plot within LNP	Once every 5 years	Unknown (Unknown)
Davis County Mosquito Abatement	LNP wetlands and uplands	Spring and summer	Gary Hatch (801-544-3746)
Weed Control – Chemical (All in One Veg. Mgt. Weed Control)	LNP wetlands and uplands	Spring through fall	Eddie Vigil (801-573-3166)
Weed Control – Biological (D Goat Ranch)	LNP wetlands and uplands	Spring through fall	Jason Garn (801-440-2149)

<sup>1</sup> May be transferred to Davis County Public Works.



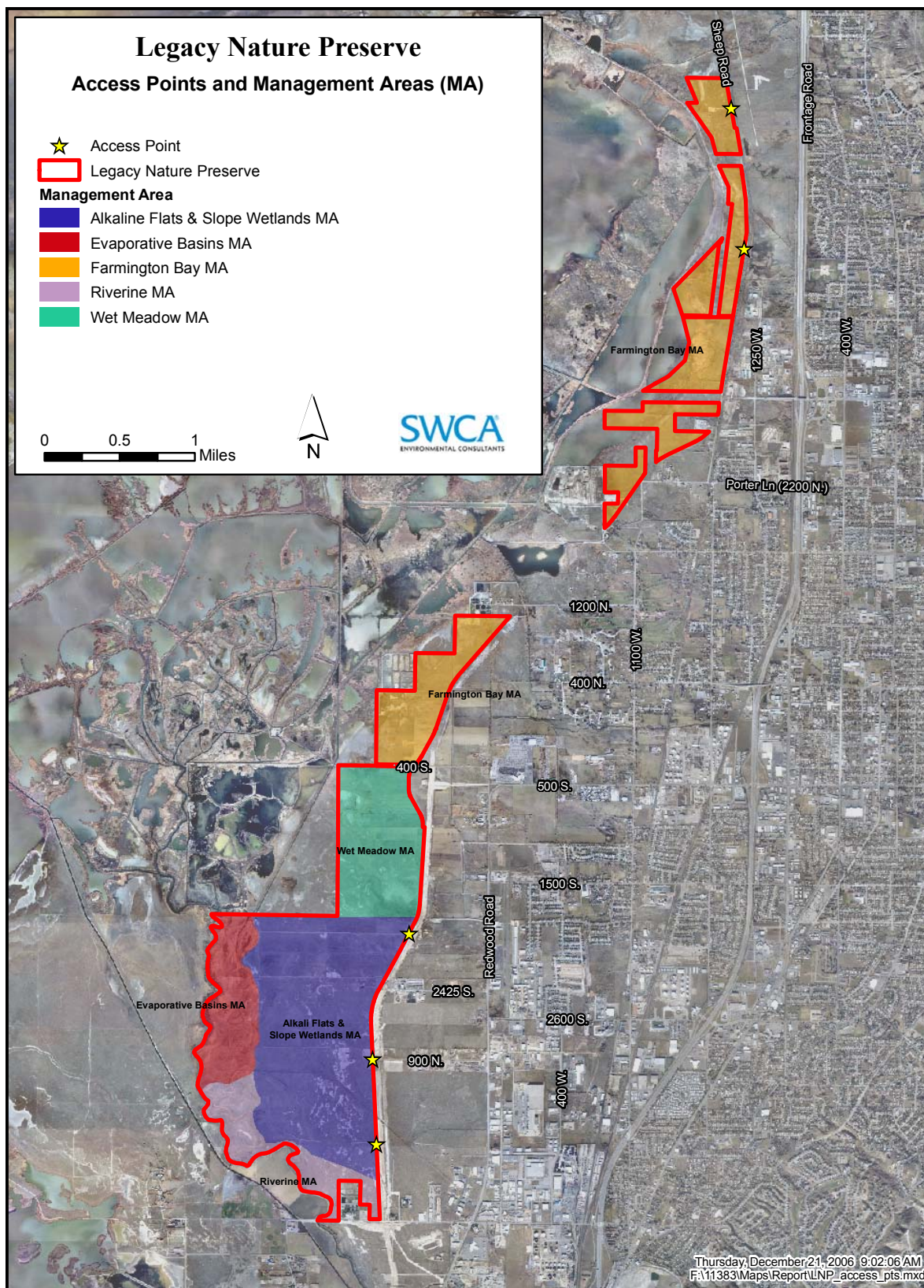


Figure 2. LNP management areas and authorized access points.

## **2.5 ENFORCEMENT**

### **2.5.1 GOAL**

Prevent unauthorized access, including trespassing, to the LNP.

### **2.5.2 CONSIDERATIONS**

Issues that are anticipated to require management attention include trespassing, vandalism, and shooting. In order to prosecute trespassing violations, "No Trespassing" signs must be posted along the LNP perimeter. Signage prohibiting other violations such as shooting must also be posted. Posted signs will be enforced through the local law enforcement agencies.

The LNP is within the jurisdiction of the Davis County Sheriff's Office and the UDWR. There is a considerable amount of jurisdictional crossover between the two agencies. Both agencies can handle trespass and wildlife violations on the LNP.

While it is the LNP manager's responsibility to observe and report violations, the safety of the manager and staff is the highest priority when handling potentially dangerous situations.

### **2.5.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – Illegal access issues must be handled appropriately while maintaining the safety of the staff. The protocol for enforcement of violations is as follows:

1. If the LNP manager feels non-threatened about confronting an individual or group, she/he will inform them of the violation and redirect their behavior.
2. If the manager does not feel comfortable confronting the individual or group, due to safety issues, she/he will call the Davis County Sheriff or the UDWR Conservation Officer:
  - Davis County Sheriff: 801-451-4151
  - UDWR Conservation Officer: 801-388-1719
3. In the event that property or wildlife damage occurs without the knowledge of the manager, she/he will notify the Sheriff and/or Conservation Officer as soon as possible to file a report.

**Management Strategy #2** – Recurring problems must be documented. Documentation will include date, time, location, problem/violation, and photos when possible. Over the long term, documentation will help the manager identify problem areas and prioritize the treatment and adaptive management of these areas.

**Management Strategy #3** – As part of an enforcement strategy, the LNP manager, staff, and volunteers will provide ongoing education to local communities. Opportunities to interact with local community members will give the LNP staff the chance to convey the importance of habitat preservation and the functions of the LNP. Reminding children, parents, and local community leaders of compatible and incompatible uses will act as a proactive enforcement tool.

## **3.0 LNP EDUCATION**

### ***3.1 SCOPE AND FOCUS OF THE LNP'S EDUCATION PROGRAMS***

#### **3.1.1 GOALS**

Meet the management goals and the mission of the LNP by educating key audiences and stakeholders and by complementing related education resources in the region.

Ensure that LNP education programs and materials are unique and specific to the management goals and mission of the LNP and that they foster appreciation, stewardship, understanding, and support of the LNP.

#### **3.1.2 CONSIDERATIONS**

The mission of the LNP is to:

[provide] in perpetuity quality habitats for mitigating impacts to wetlands and wildlife associated with the Legacy Parkway.

In furthering this mission, educational opportunities that foster protection of the LNP will be valuable for meeting the LNP's mission of preservation and mitigation. The educational program on the LNP is not mandated by the Section 404 permit or any other government entity. The education component has been undertaken by UDOT in order to educate the public about the LNP, mitigation, and wetlands.

Because the LNP serves as mitigation for the Legacy Parkway, the establishment, management, and maintenance of the wetlands and wildlife habitat is the foremost priority. Public education is a secondary priority on the LNP. In order to increase public understanding about the uniqueness of this mitigation site, and to help preserve and protect the wildlife and habitats therein, education outreach and programs will focus on reinforcing these principles.

The LNP and Legacy Parkway projects have involved and impacted numerous stakeholder groups, each of which may have different educational needs. Providing unique, context-sensitive messages to each group and the community at large will result in better understanding than those developed without a specific audience in mind.

Staffing of the LNP will likely remain low. Expertise from beyond the immediate staff could be utilized to deliver effective education programs, keep programs up to date, and ensure that they continue to meet the mission and management goals of the LNP. Education programs that are synergistic with ongoing management and research of the LNP have the potential to provide multiple benefits to the LNP and to surrounding communities.

LNP plays a unique role as the mitigation site for Legacy Parkway's impacts to wildlife and wetlands. Many other sites already offer broad-based nature, bird, and wetland education programs in the area surrounding Great Salt Lake.

Any curriculum utilized by LNP staff for education purposes will be updated as needed.

#### **3.1.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – LNP-specific educational material for programs relevant to a range of age groups and audiences should be compiled. This curriculum will complement the

education programs of other regional education resources but be specific to the LNP's mission and management goals. The LNP manager, staff, and volunteers will ideally use the materials for a variety of audiences in a variety of locations. Presentations and/or programs geared toward specific groups (e.g., political leaders, environmental groups, school-age children, etc.) would be most beneficial. These programs could include:

- Onsite open houses and tours
- Classroom visits
- Presentations at local nature education facilities
- Presentations to community and civic groups, government, and other stakeholders

The LNP manager, staff, and volunteers can use the video presentation of the LNP (created by Penna Powers Brian Haynes for UDOT) to educate groups about the characteristics of the LNP. This presentation should be updated as needed.

Additional educational materials are widely available for use and adaptation to LNP's specific needs. Some sources of materials include the Utah Society for Environmental Education, Project SLICE (Salt Lake Incentive for Conservation Education), numerous partner organizations, and federal and state resource agencies.

**Management Strategy #2** – Unique themes that frame the LNP educational programs and materials should be developed. Appropriate themes may include:

- The need for mitigation
- The process of successfully mitigating the Legacy Parkway's impacts
- Preservation and restoration as means of mitigation
- Functions and values of wetlands
- Importance of the LNP within the Great Salt Lake ecosystem
- Uses compatible (and incompatible) with wetland and wildlife mitigation

**Management Strategy #3** – Reasons for compatible and incompatible uses in education programs and materials should be highlighted. A variety of techniques appropriate to the audience (e.g., object lessons, games, presentations, simulations) should be used to educate stakeholders and neighboring communities on the importance of limiting access to the LNP and the reasons for differentiating compatible and incompatible uses.

**Management Strategy #4** – Seasonal events and programs to explain LNP compatible uses and promote controlled access should be utilized. Educational programs and materials, signage, and publications could refer to seasonal events (e.g., nesting and fledging raptors, weeds in bloom or seeding) to promote understanding and stewardship of the complex systems within the LNP. Seasonal events could be presented via formal education programs, newspaper articles, newsletters of partner organizations or the LNP, signage, interactive displays (such as a live camera feed of an eagle nest), or pamphlets. National Wetland Day and the Great Salt Lake Bird Festival are established seasonal events in which LNP staff and volunteers could participate or present.

**Management Strategy #5** – Programs that combine educational activities with management, such as research projects and service learning or volunteer programs, should be provided.

These programs should be compatible with or enhance all other management objectives of the LNP (see Section 3.5, Research Opportunities).

**Management Strategy #6** – An annual review should be conducted to ensure the education programs are current with management goals and techniques.

**Management Strategy #7** – Referrals to other regional education sites should be used to limit or maintain the size and scope of the LNP's education programs. The LNP education program will have a unique focus that could also complement the emphases of other regional (wetland and nature preserve) education sites. Requests for education programs that would not be consistent with the LNP's unique focus or would be considered an incompatible use will be referred to partner sites. Reciprocal relationships would allow the LNP to accept referrals that are consistent with the LNP's education goals and compatible uses. Examples of requests that may be referred to other facilities include large groups, introductory-level wetlands education, and request for programs that are already available at partner sites (see Section 3.3, Regional Educational Strategy, for more information on educational sites in the region).

## ***3.2 COMMUNITY OUTREACH AND EDUCATION***

### **3.2.1 GOAL**

Develop and maintain community stewardship of the LNP, and promote understanding of and investment in the LNP as a mitigation site for wildlife habitat and wetland resources.

### **3.2.2 CONSIDERATIONS**

Local investment and stewardship of the LNP are key to its ongoing protection and successful restoration. Outreach efforts will most effectively maintain the community's sense of involvement and stewardship, which will in turn help to ensure compliance with closures and other access policies.

### **3.2.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – Key stakeholders must be identified, and specific outreach that will meet each stakeholders' needs must be provided, utilizing the most effective programs. Key stakeholders, their needs, and the most effective means of working with each group will be identified by the LNP manager. Key stakeholders may include:

- Water authorities and watershed groups
- Local government (city councils, mayors, etc.)
- Public works and public utilities
- Schools
- Recreation districts
- Conservation organizations
- Weed management districts
- Homeowner associations

Stakeholder needs may include:

- Regular updates on management activities



- Access and activity restrictions
- Educational programs available

Examples of ways to work with groups include:

- Providing monthly email updates
- Attending meetings (e.g., city council, CWMA, watershed meetings)
- Writing media releases and articles for non-governmental organization (NGO) newsletters
- Providing presentations to classrooms and other groups

**Management Strategy #2** – A list of community outreach contacts must be developed. The outreach contacts will be maintained by the manager (see Appendix C), and may include:

- Committee and group chairpersons (e.g., watershed and CWMA committees, city councils)
- Media contacts (environmental reporters, staff photographers, radio hosts)
- Key agency personnel
- Teachers and non-formal educators
- Government officials

**Management Strategy #3** – Community outreach must be active and ongoing, to instill the values and objectives of the LNP in the minds of the LNP's neighbors and government. Outreach will include:

- All of the outreach activities identified above
- Media releases (e.g., newspaper articles, press releases, newsletter pieces through partner education centers) focusing on current LNP events and seasonal natural history
- LNP manager visits with local government to keep them current on the LNP's activities, minimize potential conflicts, and advocate for the LNP in local development plans

**Management Strategy #4** – Community outreach should be framed around central themes that relate to the LNP's importance as a mitigation site. Themes appropriate for outreach include:

- The importance of habitat preservation and the LNP's ecological functions
- The LNP's importance as perpetual mitigation for the Legacy Parkway
- Compatible and incompatible uses
- How communities can protect and appreciate the LNP
- Seasonal cycles in the LNP's ecosystem and their vulnerability from incompatible uses

**Management Strategy #5** – Regularly scheduled open houses and/or tours to the public and key stakeholders should be offered. These potentially bi-annual events could have a seasonal focus, reinforcing the theme of seasonality on the LNP and promoting community adherence to compatible use restrictions. Such events would also allow the community to observe the LNP more closely and appreciate its value as wildlife habitat and functional wetlands.

**Management Strategy #6** – Context-oriented programs and materials should be provided to various stakeholder groups (e.g., bird-watchers, bikers, civic groups, government). Different

stakeholder groups will likely advocate stewardship of the LNP for somewhat different reasons, so education at different levels of complexity and detail should be available. Programs (e.g., classes, tours, presentations) and materials (e.g., pamphlets, posters, bird lists, web pages) could be developed to speak to specific audiences. Many programs and materials would be applicable to numerous groups without major modification.

**Management Strategy #7** – Learning through observation and interpretation—to cultivate appreciation, understanding, and stewardship—should be emphasized. Opportunities to observe the protected flora and fauna of the LNP and to interpret those observations into an understanding of the flora, fauna, and complex ecosystem of the LNP, would be outstanding means of cultivating stewardship. Opportunities for observation include:

- Publicly accessible observation towers and viewpoints
- Bi-annual tours/open houses
- Remote viewing stations (video camera- and web-based)
- Onsite field trips and group visits
- Research and service learning experiences

Opportunities for interpretation include:

- Offsite presentations to classrooms, civic groups, etc
- Bi-annual tours/open-houses
- Onsite field trips and group visits
- During research and service learning experiences
- Offsite educational programs at partner education sites
- Signage (placed along ROW trails and at the 500 South location) and observation areas
- Education and outreach materials (e.g., newsletters, articles, pamphlets)

**Management Strategy #8** – Relationships with teachers, school districts, informal educators, and regional education facilities should be developed to deliver the LNP's unique message.

**Management Strategy #9** – "Hands-on" learning activities that engage personal discovery as a means to communicate with nature should be utilized.

### ***3.3 REGIONAL EDUCATIONAL STRATEGY***

#### **3.3.1 GOAL**

Coordinate the LNP's education programs with regional education centers, with the intention of:

- Integrating participant experiences
- Avoiding duplication of efforts
- Promoting common educational goals and themes
- Ensuring compatibility of the LNP's messages with those of other education centers
- Ensuring that the focus of the LNP's programming is on its mission of preservation and mitigation

### **3.3.2 CONSIDERATIONS**

A number of other refuges, preserves, and nature centers provide education about the Great Salt Lake ecosystem, migratory birds, waterfowl, and wetlands to a variety of groups and audiences in the region surrounding Great Salt Lake. Table 2, below, lists those sites, their educational emphasis, primary audience(s), and contact information.

### **3.3.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – Program development should be coordinated with other education providers to ensure that the LNP's education programs are unique, yet related to the overarching themes of other providers.

**Management Strategy #2** – Requests for education programs that are not directly related to the LNP's focus should be referred to the appropriate education provider. The Visitation Criteria Checklist (see Appendix A) will be used to determine whether a request complies with the LNP's access policy. The LNP manager will use his/her discretion on whether the educational request would meet the needs of the LNP and the prioritizations of the SAC (see Section 3.5, Research Opportunities, for more information).

The LNP manager will develop relationships with other centers, and knowledge of their programs, in order to ensure that groups and individuals are referred to the most appropriate facility. Referrals to other centers will promote education of concepts related to the LNP's mission, such as understanding the Great Salt Lake ecosystem, as well as further the missions of partner organizations. Referrals to more appropriate facilities will also lessen impacts to the LNP's habitat and reduce time constraints on LNP staff.

**Management Strategy #3** – The LNP should partner with regional educational sites to provide a LNP-focused curriculum at offsite locations. If, as its education program grows, the LNP's unique educational programs could be delivered at other existing facilities, impacts to the LNP could be minimized further. The LNP could develop cooperative agreements for utilizing other sites for tours, education programs, and presentations.

## ***3.4 ONSITE PROGRAMS AND FACILITIES***

### **3.4.1 GOAL**

Provide opportunities for onsite education, observation, and interpretation, consistent with the LNP's mission and management objectives.

### **3.4.2 CONSIDERATIONS**

The LNP encompasses a mosaic of former land uses and current habitat conditions, each with a different resilience to disturbance by human activities. Public access is generally not appropriate for a majority of the LNP, nor is it allowed under the Corps provisions for mitigation at the site. Sites not regulated by the Corps with respect to public use are limited to the 500 South parcel and the Legacy Parkway ROW. Section 2.0, LNP Access, outlines compatible, conditional, and incompatible uses for the LNP and will greatly influence what types of educational activities will be compatible with various areas of the LNP.



**Table 2. Education Programs in the LNP Neighborhood**

<b>Organization</b>	<b>Emphasis</b>	<b>Primary Audience</b>	<b>Contact (Phone #)</b>
UDWR, Great Salt Lake Learning Center at Farmington Bay	Wetlands education	School groups of all ages	Rich Hansen (801-451-7386)
USFWS, Bear River Bird Refuge	Ecology, wetlands, plant and animal diversity	School groups and public	Bridget Olson (435-723-5887)
UDNR, Antelope Island State Park	Island's biology, geology and history	All ages	Unknown (801-652-2043)
Kennecott, Inland Sea Shorebird Reserve	Wetlands and habitat protection	Public and research groups	Ann Neville (801-891-6842)
Ogden Nature Center	Nature education	School groups and public	Linda Page (801-621-7595)
Nature Conservancy, Great Salt Lake Shorelands Preserve	Birdlife, habitats, wetlands, and habitat protection	School and community groups; public	KaRyn Daley (801-531-0999)
Great Salt Lake Audubon	Enhancing habitat for wild birds, animals, and plants	All ages	Unknown (801-521-2939)
Kennecott Nature Center of Murray	Nature appreciation and stewardship	Murray School District students; Granite School District 4th grade	Judith Payne (801-270-5580)

### **3.4.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – Onsite programs will be confined to the 500 South parcel and the Legacy Parkway ROW, and these areas will serve as key sites for informal educational opportunities. Informal and unguided education available to the public could include:

- Interpretive signage
- Interpretive education kiosks
- Remote/video viewing access
- Stationary binoculars
- Tactile and sound-based exhibits
- Pamphlets and self-guided tours (with several available for different age groups and interests)
- Elevated viewpoints and observation towers

**Management Strategy #2** – Education facilities and techniques compatible with the LNP will be developed only if formal, onsite education programs are developed in the future.

Wetlands could be created in selected sites specifically for education purposes. Artificial teaching marshes have been used elsewhere (e.g., Bear River Bird Refuge) to allow hands-on wetlands education without impacting natural/mitigation wetlands.

Seasonally appropriate use of existing roads and trails could allow manager-supervised public access for onsite tours and programs within unrestricted areas of the LNP.

Research-based education and service learning programs could allow compatible access to participants while simultaneously furthering the mission and management goals of the LNP.

## ***3.5 RESEARCH OPPORTUNITIES***

### **3.5.1 GOAL**

Utilize research as a public educational tool, as well as for scientific study and better knowledge of the LNP and its resources.

### **3.5.2 CONSIDERATIONS**

With limited potential for access by formal education programs, research-based programs offer the chance for participants to become involved with ongoing research projects and at the same time experience the LNP firsthand.

The SAC, formed as a result of the Legacy Settlement Agreement, is available to provide advice and guidance to UDOT on potential scientific research projects. The primary objectives of the SAC are to discuss and recommend desirable areas of research, encourage the involvement of appropriate researchers and students, and establish a program to review and evaluate proposed research and research methodologies.

### **3.5.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – Opportunities should be provided for students and community members to conduct research at the LNP. Participating in ongoing research is a valuable

educational experience for students and community members, as well as a potential source of assistance for the LNP's researchers. Research-based education programs may also be more compatible with management objectives than other forms of onsite education. Examples of research-based education include:

- Participating in regular monitoring (e.g., weed, trespass, or wildlife monitoring)
- Annual bird counts (e.g., Christmas count)
- Long-term classroom research projects (e.g., water quality or vegetation monitoring by a local AP Biology class)

The LNP manager will handle initial inquiries regarding research. The SAC would then examine requests to ensure they address previously outlined scientific/technical issues. The LNP manager would then issue a notice to proceed or a referral to an appropriate organization.

**Management Strategy #2** – SAC priorities should be incorporated into LNP education activities and adaptive management processes. The SAC will establish a list of research priorities that address scientific and/or technical issues related to the LNP. As funds are available (grants, state and/or federal funding) and as the timing is appropriate, the SAC will select a research project and develop the goal(s) and methodologies of the project, a scope of work, criteria for competitive selection of the scientific research team, and a funding strategy.

**Management Strategy #3** – Research projects must meet their previously established goals and objectives, as approved by the SAC. Depending on the length of the project, the LNP manager will gather reports on the ongoing research efforts on a bi-annual or annual basis. The shorter the length of the research project, the more frequent the reporting. The reports will be submitted to the SAC for their review.

**Management Strategy #4** – Current research results from the LNP can provide up-to-date material for the outreach and education programs. Current information would allow the education and outreach programs to stay fresh and provide renewed interest for stakeholders and the neighboring communities. Current information could be featured in:

- Pamphlets and signage (would require displays/signs with a place to post up-to-date information)
- Stakeholder presentations and meetings
- Media outlets (e.g., newspaper articles, radio vignettes and interviews, newsletters)
- Tours and open houses
- Formal onsite and offsite presentations
- Technical journals

### ***3.6 USE OF VOLUNTEERS***

#### **3.6.1 GOAL**

Maximize the management of the LNP and its education program by utilizing volunteers.

### **3.6.2 CONSIDERATIONS**

The LNP's education plan as outlined in this document is intended as a blueprint for growth, and may not be implemented in its entirety for years (if at all). It is nonetheless an ambitious plan that will require a significant amount of labor and expertise to implement. Because staffing may not be significant to achieve the education and outreach goals of the LNP, the use of trained volunteers will be necessary. Volunteers can provide the hours of work needed to develop and implement the AEMP's goals, as well as provide expertise and specific skill sets missing in other LNP staff. The number of volunteers needed will depend upon the level of educational programming planned. In all cases, volunteers will need to be utilized in a way that maximizes the effectiveness of the LNP manager's and staff's time and resources, and in ways that do not degrade the mission or management of the LNP.

Depending on the skill set of the volunteers, they may be used for education purposes or for LNP management and maintenance. The type of volunteer experience would be determined by the LNP manager, depending on the need.

### **3.6.3 MANAGEMENT STRATEGIES**

**Management Strategy #1** – Volunteers should be used primarily for tasks occurring outside the boundaries of the LNP. Some volunteers can be trained for onsite education and/or utilized under close supervision. By using volunteers at offsite locations such as school visits, tours along the ROW (and perhaps the 500 South parcel), and community presentations, additional human impacts to the LNP can be avoided. Because volunteers often will not have the same depth of background and understanding of the LNP as full-time staff, it is important that volunteers be closely supervised and/or highly trained for education programs occurring onsite.

**Management Strategy #2** – Utilize students, interns, and others eager to practice and develop specific preserve-, ecology-, wildlife-, and wetlands-management skills and expertise. In the event that the education program grows, it will require labor and expertise to compile materials, facilitate programs, and conduct outreach. Students and interns who are interested in practicing and further developing specialized teaching and outreach skills could be a good source of highly effective volunteer labor. Volunteers who are experts in their field, such as veteran educators/professors, could be utilized as mentors to provide oversight of student volunteers. This process may be most effectively implemented as a formal program of the Education Subcommittee.

**Management Strategy #3** – Utilize volunteers to complete maintenance tasks. Volunteers may assist the manager in completing maintenance tasks on the LNP, provided the tasks are safe and appropriate for volunteers and deemed necessary by the manager.

## **APPENDIX A: LNP VISITATION CRITERIA CHECKLIST**

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## **VISITATION CRITERIA CHECKLIST**

Education is the primary reason access to the LNP would be granted. Educational opportunities are open to individuals of all ages, with an emphasis on higher-level (college and university) education. Due to the purpose of the LNP as mitigation for the Parkway, an intensive education program for elementary and secondary students will not be provided on the LNP. Classroom groups interested in such educational programs are referred to neighboring preserves and management areas.

In addition to educating students, the LNP manager is available to educate local citizens about the value of the LNP. Tours will be available for neighboring municipalities to educate them on the purpose and function of the LNP and the Great Salt Lake ecosystem, and to establish ongoing relationships with community leaders and stakeholders.

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### **Criteria**

**Name of Group:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Group Size:** \_\_\_ 1-15 or \_\_\_ 16-30

- Numbers greater than 30 will not allowed due to limited staffing.
- For every 5 children under the age of 12 there will be 1 chaperone.

### **Timing:**

- Time of Year: \_\_\_\_\_
- Date and Time: \_\_\_\_\_
- Duration: \_\_\_\_\_

### **Purpose:**

- What is the nature of the visit? \_\_\_\_\_
- What would the group like to learn? \_\_\_\_\_

### **LNP Mission:**

- Does the request detract from the mission of the LNP to preserve quality wildlife habitats in perpetuity? \_\_\_ Yes or \_\_\_ No

### **Special Interest:**

- Conservation Group: \_\_\_\_\_
- Civic/Municipality Group: \_\_\_\_\_
- Research: \_\_\_\_\_
- Other: \_\_\_\_\_

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**Access/Tour:** \_\_\_ **Granted** \_\_\_ **Denied**

### **If Denied, Provide Reason:**

- Scheduling Conflict; date rescheduled to: \_\_\_\_\_
- Inappropriate Request; referred to: \_\_\_\_\_
- Logistically Impossible
- Other (explain): \_\_\_\_\_

**Comments:** \_\_\_\_\_

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## **APPENDIX B: PACIFICORP UTILITIES AGREEMENT**

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1407 West North Temple  
Salt Lake City, Utah 84140  
(801) 220-2000



Byron Parker  
360 North 700 West, Suite F  
North Salt Lake, UT 84054

Re: Letter of Understanding Concerning the Execution of the Operations  
Agreement and Relocation Agreement

Dear Byron:

Please find enclosed in final executable form the Relocation of Utilities and Reimbursement Agreement (the "Relocation Agreement") and the final agreed upon draft of the Utility Asset Maintenance and Operations Plan for the Legacy Parkway.

PacifiCorp and UDOT understand and agree that there are certain documents necessary for the performance of the Relocation Agreement that have not been completed. In order to avoid construction delays that may occur if UDOT is unable to begin construction immediately, PacifiCorp and UDOT have agreed to execute the Relocation Agreement and allow UDOT to proceed with the relocation work subject to the prompt and timely performance of the following conditions:

1. Within thirty (30) days after the date of this Letter of Understanding UDOT will provide a legal description for each of the transmission and distribution lines that will cross the proposed Legacy Parkway as set forth in Paragraph 4.1.1 of the Relocation Agreement. The surveyed legal descriptions will be attached to the Relocation Agreement as Exhibit "B" and recorded with each permit for such lines as set forth in Paragraph 4.1.3 of the Relocation Agreement. After the recordation of the highway permits with the Davis County Recorder's Office, PacifiCorp will then execute a release of its real property interests within the described locations. PacifiCorp shall have no obligation to release any of its real property interests to UDOT until after the surveyed legal descriptions and permits have been prepared, agreed upon, and recorded.

2. UDOT and PacifiCorp agree to complete and execute the attached final version of the Utility Asset Maintenance and Operations Plan for the Legacy Parkway, including its exhibits. To that end, the parties agree to complete the following:

a. Within thirty (30) days, UDOT will prepare a legal description for PacifiCorp's existing transmission lines within the Boundaries of the Legacy Nature Preserve as it currently has been proposed. This legal description will also include the width necessary for PacifiCorp's proposed additional transmission line west of the existing transmission line corridor within PacifiCorp's existing recorded easements.

UDOT will also prepare a legal description for additional width necessary for PacifiCorp to construct the additional transmission line within the Legacy Nature Preserve where PacifiCorp does not currently have easements as more particularly set forth in the Utility Asset Maintenance and Operations Plan, Paragraph 2.3. UDOT will also provide the legal description of the boundary of the Legacy Nature Preserve to be attached to the Utility Asset Maintenance and Operations Plan as an exhibit.

b. UDOT and PacifiCorp have agreed not to execute the final Utility Asset Maintenance and Operations Plan or exchange property interests effecting the Legacy Nature Preserve until UDOT has acquired fee title to all of the lands within the Legacy Nature Preserve and the Supplemental Environmental Impact Statement (SEIS) has been completed and approved by the Corps. Upon final acquisition of these lands and Corps approval, PacifiCorp and UDOT will conduct a simultaneous exchange of these conveyance documents pursuant to the final agreed upon Land Exchange Agreement. Until the Utility Asset Maintenance and Operations Plan is executed, PacifiCorp will reasonably coordinate with UDOT concerning the access and use of the Legacy Nature Preserve and will use the agreed upon access routes to be provided by UDOT and agreed upon by PacifiCorp.

c. PacifiCorp and UDOT have agreed upon all of the terms and conditions of the Utility Asset Maintenance and Operations Plan. The Corps has approved the Utility Asset Maintenance and Operations Plan in concept and has reviewed the final draft. UDOT will submit this Utility Asset Maintenance and Operations Plan to the Corps as part of the Supplemental Environmental Impact Statement process for approval. PacifiCorp and UDOT agree to work together in good faith to revise this agreement if made necessary by any modification imposed by the Corps or other regulatory agencies as part of the supplemental SEIS process.

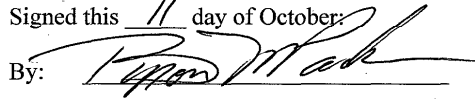
If you agree with the terms of this Letter of Understanding please sign below and return a copy to me. If you have any questions, please do not hesitate to call.

Sincerely,



Signed this 11 day of October:

By:



Title:

LEGACY PARKWAY DIRECTOR

**UTILITY ASSET MAINTENANCE AND  
OPERATIONS PLAN  
FOR  
THE LEGACY NATURE PRESERVE**

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- Exhibit A. Legal Description of the Additional Easement
- Exhibit B. New Access Routes
- Exhibit C. Legal Description of the Transmission Line Easement
- Exhibit D. Land Exchange Agreement
- Exhibit E. Relocation Agreement
- Exhibit F. PacifiCorp's Operation and Maintenance Activities

**UTILITY ASSET MAINTENANCE AND  
OPERATIONS PLAN  
FOR  
THE LEGACY NATURE PRESERVE**

This Utility Asset Maintenance and Operations Plan for the Legacy Nature Preserve (the "Operations Agreement") dated \_\_\_\_\_, 2002, is entered into by and between PacifiCorp, an Oregon corporation, d.b.a. Utah Power & Light Company ("PacifiCorp"), and the Utah Department of Transportation ("UDOT"), a governmental agency of the State of Utah, for submission to and approval by the United States Army Corps of Engineers ("Corps").

**RECITALS**

A. UDOT desires to construct a four-lane, limited-access, divided highway, known as the Legacy Parkway, that extends 14 miles from Interstate 215 ("I-215") at 2100 North in Salt Lake City, Utah, northward to Interstate 15 ("I-15") and U.S. 89 near Farmington City, Utah.

B. The Corps issued Permit Number 199650197, dated January 9, 2001 to UDOT authorizing UDOT to fill up to 114 acres of wetlands and impacts to 3,117 linear feet of streams under Section 404 of the Clean Water Act ("404 Permit").

C. A Special Condition of the 404 Permit is Wetland Mitigation which provides that UDOT will acquire approximately 2,098 acres of land, now referred to as the Legacy Nature Preserve ("LNP"). UDOT will manage the LNP in perpetuity for wildlife and pursuant to the conditions of the 404 Permit.

D. PacifiCorp operates and maintains five high voltage transmission lines located within the land to be acquired for the LNP. These transmission lines are the only connection between Terminal Substation near the Salt Lake International Airport and Ben Lomond Substation in Box Elder County. The transmission lines within the proposed LNP are critical for providing safe, economical and reliable electrical energy to the citizens and industrial power users along the Wasatch Front, as well as being an integral part of the high voltage electrical transmission grid in the Western United States. PacifiCorp also holds in part and pursuant to this Operations Agreement will hold complete and sufficient right-of-way width for the construction of a sixth high voltage overhead transmission line. PacifiCorp currently plans to construct the transmission line west of and parallel to the existing transmission lines within the LNP.

E. PacifiCorp recognizes that UDOT has the right to manage the LNP in perpetuity and that maintaining the integrity and viability of the LNP is critical to fulfilling UDOT's obligation and the requirements of the Corps. Further, PacifiCorp also recognizes and agrees that a wetlands preserve is a sensitive and dynamic system that requires giving management the ability to make changes in the management of the preserve.



F. Section 3.7 of the Addendum to the Wetland Mitigation Plan dated April 5, 2001, requires UDOT to submit a Utility Easement Management Plan developed as part of the Final Environmental Impact Statement in Appendix B3 (June 2000) to the Corps for approval that addresses PacifiCorp's operation and management of its transmission lines within the LNP. Both parties recognize that this Operations Agreement is intended to set forth the terms and conditions that will be included in the Utility Easement Management Plan and that it, and any other agreements filed with it, are subject to Corps approval.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, the parties agree as follows:

### **TERMS AND CONDITIONS**

#### **SECTION 1. DEFINITIONS**

The following terms, when used in this Operations Agreement, shall have the following meaning:

1.1 **Additional Easement.** Additional Easement means that easement conveyed by UDOT to PacifiCorp as part of the Land Exchange Agreement over and across those certain parcels or areas of land within the LNP and consisting of approximately \_\_\_\_\_ acres as more particularly described in Exhibit "A," which potentially is to be used for the construction of a new transmission line.

1.2 **Conventional Equipment.** Conventional Equipment means the type of equipment commonly used by PacifiCorp to access, maintain, operate, upgrade, inspect, and construct its transmission lines, including but not limited to four-wheel drive vehicles, man-haul vehicles, material flat bed trucks, tractors, trailers, high reach equipment, and tracked vehicles.

1.3 **Emergency Condition.** Emergency Condition means that a transmission line, including any of its components, has failed or is about to fail and requires prompt replacement or repair to correct or prevent an outage or dangerous condition.

1.4 **New Access Routes.** New Access Routes means those locations of ingress and egress and rights-of-way through which PacifiCorp may reach its structures along the length of the Transmission Line Easement, and Additional Line Easement when it is developed, to carry out PacifiCorp Activities as provided in this Operations Agreement. UDOT will develop these New Access Routes, which shall constitute the sole means for ingress and egress except in emergency circumstances unless otherwise agreed to by UDOT. The locations of the New Access Routes are shown in Exhibit B, which is incorporated into this Operations Agreement by reference.

1.5 Historic Access Routes. Historic Access Routes means those existing roads and trails used by PacifiCorp to access each transmission line structure within the LNP and used to travel the length of the transmission line corridor to perform inspections, construction, maintenance, and reconstruction activities. These routes have been acquired either by easement or claim of prescriptive use.

1.6 Outage Cause Inspection. Outage Cause Inspection means an inspection performed by PacifiCorp to determine the cause of an electric power outage arising from or affecting PacifiCorp's electric transmission lines or the safe and reliable delivery of electric power and energy.

1.7 PacifiCorp Activities. PacifiCorp's Activities means inspections, routine maintenance activities, facilities upgrades, emergency maintenance activities and the construction of new lines, as well as any other work or operations performed by PacifiCorp as may be provided in this Operations Agreement.

1.8 Transmission Line Easement. The Transmission Line Easement means that easement conveyed by UDOT to PacifiCorp over those certain parcels or areas of land within the LNP and consisting of approximately \_\_\_\_\_ acres as more particularly described in Exhibit "C." As used herein, the term Transmission Line Easement includes the Additional Easement after the additional transmission line has been constructed by PacifiCorp.

1.9. Force Majeure. The term "force majeure" means any cause or condition that is not reasonably within the control of the party claiming it. The term includes situations like Acts of God, strikes, walkouts, other industrial disturbances, acts of a public enemy, war, blockades, public riots, lightning, terrorist activities, or fire.

## **SECTION 2**

### **PACIFICORP'S REAL PROPERTY RIGHTS AND INTERESTS**

2.1 Nature of PacifiCorp's Real Property Interests. PacifiCorp holds certain real property interests within the LNP, including transmission and distribution line easements and land owned in fee. PacifiCorp also has a claim of prescriptive easement or adverse possessory right over and across other parcels of land within the LNP by and through its historic uses of such land in connection with its ongoing utility operations.

2.2 Conveyances and Release of Real Property Interests. PacifiCorp agrees: a) to quitclaim to UDOT all right, title, and interest of PacifiCorp to any easements of record; b) to quitclaim title to UDOT any fee owned lands within the LNP; and c) to relinquish, release, and terminate any claims of prescriptive right within the footprint of the Legacy Parkway and within the boundaries of the LNP. PacifiCorp's release of easements shall be contained in the that certain Land Exchange Agreement in substantially the same form as that Land Exchange Agreement attached hereto as Exhibit "D." In exchange for the conveyance and release of such real property interests, UDOT agrees to convey and deliver to PacifiCorp a single consolidated easement (the

“Transmission Line Easement”) that describes the transmission line corridor, or corridors, and the Additional Easement as provided in paragraph 2.3 below. The location of the Transmission Line Easement is more particularly described in Exhibit “C” attached hereto. The Transmission Line Easement will allow PacifiCorp to construct, maintain, and operate its transmission lines as set forth in this Operations Agreement. Notwithstanding the foregoing, PacifiCorp shall have no obligation to convey or release any easements or other rights for existing electric distribution lines within the LNP that are currently in service.

2.3 Conveyance of Additional Easement. As further consideration for entering into this Operations Agreement, UDOT agrees to convey to PacifiCorp an easement (the “Additional Easement”) within the LNP for the construction, operation, and maintenance of a future high voltage transmission line. The location of the Additional Easement is particularly described in Exhibit “A.” However, until PacifiCorp obtains all necessary governmental permits, it may use the Additional Easement only for surveying and other operations necessary to complete its permit application.

2.4 Relocation of Transmission Lines. PacifiCorp agrees to allow UDOT to relocate or cause to be relocated certain transmission lines and structures necessary for the construction of the Legacy Parkway subject to the terms and conditions of the Relocation Agreement attached hereto as Exhibit “E.” The Relocation Agreement shall be executed concurrently with the execution of this Operations Agreement.

### **SECTION 3**

#### **ACCESS AND MODIFICATION OF EXISTING ROUTES**

3.1 Access. PacifiCorp represents and UDOT acknowledges that, pursuant to PacifiCorp’s existing real property interests within the LNP, PacifiCorp used existing roads and trails (the “Historic Access Routes”) to access each transmission line structure within the LNP and has traveled the length of the transmission line corridor to perform inspections, construction, maintenance, and reconstruction activities using Conventional Equipment and methods. As consideration for PacifiCorp’s termination of access along the Historic Access Routes, UDOT will provide PacifiCorp with reasonably sufficient access to PacifiCorp’s transmission lines over and across the New Access Routes. The locations of the New Access Routes are set forth in the drawing attached hereto as Exhibit “B.” Beginning on the date of execution of this Operations Agreement, PacifiCorp will begin using the New Access Routes and will terminate its use of the Historic Access Routes, provided that UDOT has developed and improved such routes for PacifiCorp’s access as necessary to provide reasonably sufficient access. UDOT shall maintain the New Access Routes in a manner that will provide sufficient and reasonable access to PacifiCorp using Conventional Equipment.

3.2 Fences and Gates. UDOT will install access gates that provide PacifiCorp with access into the LNP in those locations as shown on Exhibit “B.” PacifiCorp shall have the right to install its own locks in the gates in addition to UDOT’s locks and may access the LNP as provided in this Operations Agreement.

3.3 Emergency Access. In the event of an Emergency Condition, for which prompt access to the Transmission Line Easement is necessary to restore and repair a transmission line or lines which cannot readily be obtained via the New Access Routes, PacifiCorp may enter the LNP at locations other than those shown in Exhibit "B" that are reasonable and necessary under the circumstances to correct such Emergency Condition. PacifiCorp will promptly provide notice to UDOT of such access and the location of entry. Under UDOT's direction and instruction, PacifiCorp will restore any damaged areas to a condition reasonably similar to the condition of the land, as it existed immediately prior to the emergency access.

3.4. UDOT's Use of Transmission Line Easement. UDOT may reasonably use the surface of the Transmission Line Easement for the benefit of the LNP and to protect wildlife and wildlife habitat, provided that such use does not interfere with or damage PacifiCorp's structures or facilities, does not interfere with PacifiCorp's Activities or access as expressed in this Agreement and such use does not conflict with the National Electric Safety Code or PacifiCorp's safety and engineering standards. PacifiCorp will provide the LNP manager with a copy of the current version of the National Electric Safety Code and the current version of its safety and engineering standards.

#### **SECTION 4 INSPECTION OF TRANSMISSION LINES**

4.1 General Inspections. PacifiCorp shall have the right to perform general aerial and ground inspections of its transmission lines and structures within the Transmission Line Easement to ensure that potential problems are found and corrected to prevent system outages and to protect against Emergency Conditions. These inspections will be scheduled and performed as set forth in Exhibit "F". Except in Emergency Conditions, PacifiCorp will use only the New Access Routes (Exhibit B) to reach these lines and structures and to perform the inspections unless otherwise agreed upon by UDOT.

4.2 Outage Cause Inspections. Any time an outage occurs on a transmission line or section of transmission line, PacifiCorp shall have the right to inspect the transmission lines within the Transmission Line Easement using four-wheel drive equipment, ATV's and foot travel to determine the cause of the outage, using the New Access Routes. These inspections will be scheduled and performed as set forth in Exhibit "F." Except in Emergency Conditions, PacifiCorp will use only the New Access Routes (Exhibit B) to reach these lines and structures and to perform the inspections unless otherwise agreed upon by UDOT.

#### **SECTION 5 MAINTENANCE AND REPAIR**

5.1 PacifiCorp's Activities. PacifiCorp shall have the right to perform Routine Maintenance Activities, Facilities Upgrades, Emergency Maintenance Activities

and the Construction of New Lines ("PacifiCorp's Activities") within the Transmission Line Easement, as more particularly set forth in Exhibit "F." Except in Emergency Conditions, PacifiCorp will use only the New Access Routes (Exhibit B) to reach these lines and structures and to perform the inspections unless otherwise agreed upon by UDOT.

5.2 Authorization of Activities and Coordination.

(a) All PacifiCorp Activities described in this Operations Agreement remain subject to any applicable permitting or authorizing action by any federal, state, or local agencies other than UDOT. If an application for a permit complies with this Operations Agreement as well as the attached and incorporated exhibits, neither UDOT, its agents, contractors, or assigns will contest the application either directly or indirectly. In the event UDOT believes that PacifiCorp's application conflicts with the terms and conditions of this Operations Agreement, UDOT agrees to first consult with PacifiCorp to try and resolve the conflict before contesting the application.

(b) PacifiCorp may ask UDOT for permission to conduct PacifiCorp Activities during time periods or following protocols other than those set forth in Exhibit "F," explaining why the activities should occur at the time or in the manner proposed and specifying any steps that will be taken to avoid or minimize impacts to wildlife. UDOT will promptly evaluate any such request in consultation with the Corps if necessary. PacifiCorp's request shall not be unreasonably withheld, conditioned, or delayed. If UDOT decides not to grant PacifiCorp's requests, or attaches different requirements to it, that decision is final and not subject to Dispute Resolution.

5.3 Use of Equipment. PacifiCorp may enter the Transmission Line Easement from the New Access Routes to perform the PacifiCorp Activities using Conventional Equipment and other vehicles and equipment normally used by PacifiCorp in the performance of such operations. Notwithstanding the foregoing, PacifiCorp agrees to use non-conventional vehicles and equipment that UDOT reasonably believes will minimize the impacts to the LNP provided that: 1) the use of non-conventional vehicles and equipment to perform such activities can be performed without increased costs to PacifiCorp, including costs arising from operational delays or such costs arising from an increase in time necessary to complete PacifiCorp's Activities; or 2) UDOT agrees to pay PacifiCorp's costs for using non-conventional equipment plus delay or other extraordinary costs within a reasonable period of time.

**SECTION 6  
EXISTING LINE UPGRADE AND IMPROVEMENTS**

As energy conditions and power needs change along the Wasatch Front and other areas served by PacifiCorp, or other areas that are connected into PacifiCorp's power

delivery system, the transmission lines within the Transmission Line Easement may be upgraded or rebuilt to accommodate increased demand or modifications necessary for increased capacity or efficiency. PacifiCorp will provide written notice to UDOT no less than six months in advance of conducting any such upgrades or improvements. PacifiCorp will schedule such upgrades or improvements during the time periods and in accordance with the protocols set forth on Exhibit "F", provided, however, that PacifiCorp shall be given construction time periods of adequate duration to complete its work within a single construction season or as otherwise agreed upon by PacifiCorp and UDOT. PacifiCorp will obtain any permits or authorizations necessary for transmission line upgrades or improvements from federal, state, or local agencies. If the application for the permit complies with this Operations Agreement, as well as the attached and incorporated exhibits, neither UDOT, its officials, employees, or agents shall contest the application either directly or indirectly. In the event UDOT believes that PacifiCorp's application conflict with the terms and conditions of this Operations Agreement, UDOT agrees to first consult with PacifiCorp to try and resolve the conflict before contesting the application.

## **SECTION 7**

### **CONSTRUCTION OF ADDITIONAL TRANSMISSION LINE**

7.1. Location of Additional Transmission Line. Upon execution of this Operations Agreement, UDOT shall convey and deliver to PacifiCorp the Additional Transmission Line Easement granting to PacifiCorp the rights necessary to construct and maintain an additional overhead high voltage transmission line ("EHV") within the described location, parallel to and west of the existing transmission lines. PacifiCorp understands that the actual construction of the line is subject to the approval of the appropriate governmental entities. If the application for approval of construction complies with this Operations Agreement as well as the attached and incorporated exhibits, neither UDOT, its successors, agents, contractors, or assigns will contest the application either directly or indirectly. In the event UDOT believes that PacifiCorp's application conflict with the terms and conditions of this Operations Agreement, UDOT agrees to first consult with PacifiCorp to try and resolve the conflict before contesting the application.

7.2. Construction Methodology. Area load growth, region load growth, location of generation facilities and other factors will determine the timing of construction of the new EHV line. UDOT agrees that it is within PacifiCorp's discretion, along with the approval of appropriate governmental agencies as to the timing of construction of the new EHV line. This determination is not subject to Dispute Resolution. Although line designs have not been completed, PacifiCorp assumes that the type of construction will be similar to or better than the existing overhead transmission lines using modern technology and construction techniques. "Modern Technology" means the technology and construction techniques commonly used by PacifiCorp at the time the EHV is actually constructed. Currently, however, construction of the EHV line will be performed substantially as set forth in Exhibit "F."

**SECTION 8**  
**LNP MANAGEMENT AND ADVISORY COMMITTEE**

8.1 Modifications or Changes to the LNP. UDOT agrees that it will not interfere with or modify PacifiCorp's access through the New Access Routes, unless it provides PacifiCorp with substantially equivalent and agreed upon access elsewhere. UDOT further agrees that it will not make any modifications or changes to the LNP in a way that negatively affects PacifiCorp's easements, lines, structures, or right to perform PacifiCorp Activities as set forth in this Operations Agreement.

8.2 Temporary Modifications or Changes to the LNP. PacifiCorp may request that UDOT make temporary modifications or changes to the LNP or seek uses beyond those prescribed in this Operations Agreement or Transmission Line Easement, such as using land outside of the Transmission Line Easement, draining areas of land, and other UDOT management activities, that will allow better access, more efficient or cost effective maintenance or repair of its structures or for the benefit of upgrading the transmission lines or the construction of the new lines. The request shall be submitted to UDOT in writing and shall include project details and the timing of construction and other activities. UDOT agrees that it will base its decision whether to grant the request on the affect that the temporary modification or change will have on the LNP. PacifiCorp will also be responsible for obtaining authorization for the temporary modification or change that may be required by federal, state, or local governments. UDOT's decision whether to grant the request is within its sole discretion and not subject to Dispute Resolution.

8.3 Advisory Committee. The parties to this Operations Agreement acknowledge that in order to effectively implement this Operations Agreement and any others entered into by the parties regarding the LNP, PacifiCorp and UDOT must work cooperatively. To that end, the parties establish an advisory committee to assist with communications concerning activities in or impacting the Transmission Line Easement and PacifiCorp's ability to perform the PacifiCorp Activities as set forth in this Operations Agreement, and UDOT's management of the LNP. The committee shall be comprised of representatives of UDOT and PacifiCorp. The Advisory Committee shall meet often enough to provide a meaningful opportunity for the exchange of information, comments, and guidance as it relates to the Transmission Line Easement and the management of the LNP. The Advisory Committee will also meet if UDOT desires to make any material modifications or changes affecting the land underlying the Transmission Line Easement or PacifiCorp's New Access Routes. A material modification or change affecting the land underlying the Transmission Lien Easement or PacifiCorp's New Access Routes shall include, but is not limited to, changing ground elevations, flooding sheet flow of water, the impoundment of water, filling in abandoned drainage ditches, plugging subterranean drainage features, drilling new wells, removing existing drains, filling ditches, or changing the location or character of existing water courses. If PacifiCorp reasonably determines that such proposed change or modification to the Transmission Line Easement or New Access Routes will materially impact

PacifiCorp's Activities or access, UDOT agrees to work promptly and in good faith with PacifiCorp to adopt management protocols acceptable to both parties. UDOT will bear all costs, expenses, and responsibility arising from any increased cost to PacifiCorp arising from the modifications or changes made by UDOT to the Transmission Line Easement.

8.4 Dispute Resolution. If PacifiCorp or UDOT disagree over implementation of or compliance with the terms of this Operations Agreement, the following dispute resolution procedures will apply.

(a) Informal Discussions. The parties will first attempt to resolve any dispute or disagreement informally among the Advisory Committee. If the parties are unable to work out a resolution within the Advisory Committee, the following process will apply.

(b) Written Notification. The party who maintains there has been non-compliance with this Operations Agreement or who is otherwise aggrieved ("Aggrieved Party") will set forth its position in writing, specifically stating that it is invoking this dispute resolution procedure. The other party ("Responding Party") will have ten (10) working days to respond in writing to the Aggrieved Party.

(c) Dispute Resolution Committee. The Dispute Resolution Committee ("DRC") shall consist of the designee of the Executive Director of UDOT, (or equivalent officer of any successor organization that takes over responsibility for the LNP), and a designated representative of PacifiCorp. An unresolved dispute that has been presented in writing will be submitted to the DRC for resolution. Each party shall bear its own costs for dispute resolution under this Operations Agreement. Items listed as being in the sole discretion of one party are not subject to Dispute Resolution.

## **SECTION 9 RECORDATION OF DEED RESTRICTIONS**

The land within the LNP shall be subject to certain deed restrictions as required by the Corps that define the proper uses of the lands within the LNP. UDOT represents and warrants to PacifiCorp that the Land Exchange Agreement is in conformance with those deed restrictions and that such deed restrictions shall incorporate that agreement by reference. The Land Exchange Agreement provided for by this Operations Agreement shall be recorded.

## **SECTION 10 ADDITIONAL MITIGATION MEASURES**

In the event any additional mitigation measures or actions are required by the Corps for the approval or performance of this Operations Agreement, including the acquisition of additional lands for mitigation, UDOT agrees to provide such measures or take such actions at its sole cost and expense.



## **SECTION 11 INDEMNIFICATION**

11.1 UDOT Indemnification. To the extent allowed by law, UDOT shall indemnify, protect, and hold harmless PacifiCorp from and against any and all claims, demands, losses causes of action, costs (including attorneys' fees) or other liabilities for damages of every kind and description brought or made against or incurred by PacifiCorp, resulting from, or arising out of this Operations Agreement or the performance of the activities authorized hereunder, except for damages or causes of action arising from PacifiCorp's sole negligence or the omission of an express duty set forth herein. This indemnification does not waive any of the provisions of the Governmental Immunity Act, Title 63, Chapter 30 or make any third party a beneficiary of this Operations Agreement, entitled to a private right of action.

11.2 PacifiCorp Indemnification. PacifiCorp agrees to indemnify, protect, and hold the State of Utah, UDOT, its employees, agents, and contractors harmless from and against any and all claims, demands, losses, causes of action, costs (including attorneys' fees) or other liabilities arising from, or arising out of this Operations Agreement, other agreements attached to and included with it, the performance of the activities authorized by them, acts or omissions arising from the performance or failure to carry out this agreement and all those attached to and included with it. This indemnification does not apply if the claim, demand, loss, cause of action, cost, or liability results from UDOT's negligence or willful misconduct nor does it waive any provision of the Governmental Immunity Act, Title 63, Chapter 30, Utah Code Annotated, or entitle a third party to the rights or privileges of a third party beneficiary.

## **SECTION 12 AMENDMENTS**

The parties acknowledge that their respective needs and uses may change over time. To the extent this Operations Agreement does not address unexpected or unique matters that may arise, the parties agree to work in good faith to protect the interests of PacifiCorp in providing safe, cost-effective and reliable energy to its customers and the interests of UDOT in managing the LNP pursuant to the § 404 Permit in the best interests of wildlife and wildlife habitat. Any amendments to this Agreement shall be in writing agreed to by both Parties, or their successors, assigns or transferees and shall be submitted to the Corps for approval and incorporation into UDOT's Mitigation Plan.

## **SECTION 13 INCORPORATION IN MITIGATION PLAN**

13.1 UDOT and PacifiCorp will submit this Operations Agreement, including all exhibits, to the Corps for inclusion as part of the Mitigation Plan.

13.2 This Agreement is contingent upon acceptance by the Corps and inclusion into the Mitigation Plan.

**SECTION 14  
NOTICE**

Any notice or notification that must be provided under this Operations Agreement should be sent to:

For UDOT:

Utah Department of Transportation  
Attn: Byron Parker  
4501 South 2700 West  
Salt Lake City, UT 84119-5998

With a copy to:

Jim Beadles  
In-house counsel  
4501 South 2700 West  
Salt Lake City, UT 84119-5998

For PacifiCorp:

PacifiCorp  
Attn: Steve Jensen  
1407 West North Temple, Suite 220  
Salt Lake City, UT 84140

With a copy to:

WHITE MABEY WRIGHT & RICHARDS, LLC  
R. Jeff Richards  
265 East 100 South  
Salt Lake City, UT 84111

**SECTION 15  
SUCCESSION AND ASSIGNMENT**

All of the terms and conditions set forth in this Operations Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. In the event UDOT transfers or assigns the responsibility for the management of all or any part of the LNP, UDOT agrees to give prior written notice to PacifiCorp and written acceptance that the transferee will be bound by the obligations set forth herein.

## **SECTION 16**

### **SEVERABILITY**

In the event any provision set forth in this Operations Agreement is held invalid or cannot be enforced in accordance with the stated intentions of the parties, the parties shall use good faith efforts to negotiate a substitute, valid, and enforceable provision that most nearly effects the parties' intent in entering into this Operations Agreement. In the event this Operations Agreement is held invalid in its entirety or is otherwise held unenforceable as the parties intended, the parties agree to use good faith efforts to negotiate a substitute, valid and enforceable agreement that most nearly effects the parties' intent on entering into this Operations Agreement. If such substitute agreement cannot be reached within a reasonable period of time, not to exceed sixty (60) days, or such longer period of time as may be mutually agreed upon or if the Corps does not approve such substitute agreement, PacifiCorp shall have a reversionary right to those easements conveyed or released for the transmission and distribution lines within the LNP pursuant to Paragraphs 2.2 and 2.3. A request for an extension of time beyond the 60 days to negotiate a substitute agreement shall not be unreasonably withheld, conditioned or delayed.

## **SECTION 17**

### **MATERIAL ADVERSE CHANGE**

The parties hereto acknowledge that the 404 Permit required for the construction of the Legacy Parkway is presently being challenged and is the subject of litigation, the outcome of which is currently uncertain. To the extent that the outcome of such litigation or any collateral proceedings, through settlement or judicial or regulatory order, changes the circumstances, conditions, requirements, or other matters that were material to the parties in entering into this Operations Agreement, the parties reserve the right to terminate this Operations Agreement or any part thereof, provided, however, that the parties agree to use good faith efforts to renegotiate a substitute agreement that reflects the parties' intention in entering into this Operations Agreement.

## **SECTION 18**

### **FORCE MAJEURE**

Fulfillment of any provision of this Operations Agreement is excused by Force Majeure. Nevertheless, whichever party claims Force Majeure shall again resume performance as soon as the Force Majeure event is over.

**SECTION 19**

**CONFLICTING PROVISIONS**

If any provision in this Operations Agreement conflicts with the 404 Permit, the Operations Agreement shall control. Nevertheless, it is the parties' intent that they should be harmonized and given full effect if possible.

IN WITNESS WHEREOF, the parties have executed this Operations Agreement as of the date first written above.

PACIFICORP, an Oregon corporation

Utah Department of Transportation, a  
governmental entity of the State of  
Utah

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**OPERATIONS AGREEMENT  
EXHIBIT A  
(Legal Description of the Additional Easement)**

**OPERATIONS AGREEMENT  
EXHIBIT B  
(New Access Routes)**

**OPERATIONS AGREEMENT  
EXHIBIT C  
(Legal Description of the Transmission Line Easement)**

**OPERATIONS AGREEMENT  
EXHIBIT D  
(Land Exchange Agreement)**



## **LAND EXCHANGE AGREEMENT**

THIS LAND EXCHANGE AGREEMENT (the "Exchange Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between PacifiCorp, an Oregon corporation, successor in interest by merger to and d.ba. Utah Power & Light Company ("PacifiCorp"), and the Utah Department of Transportation, a governmental entity of the State of Utah ("UDOT").

### **RECITALS**

A. UDOT is constructing a four-lane, limited-access, divided highway (the "Legacy Parkway") that extends approximately 14 miles from Interstate 215 at 2100 North in Salt Lake City, Utah northward to Interstate 15 and U.S. 89 near Farmington City, Utah.

B. UDOT has acquired approximately 2,098 acres of land, now referred to as the Legacy Nature Preserve (the "LNP"), in Davis County, Utah. The LNP is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. UDOT is managing the LNP in accordance with certain federal permits and plans and under the principles of adaptive management as they pertain to wetlands.

C. PacifiCorp holds certain easements and fee interests acquired for the purpose of operating and maintaining high voltage transmission lines and electric distribution lines located within the land now comprising the LNP.

D. PacifiCorp and UDOT have entered into an agreement dated as of \_\_\_\_\_, 2002, as may be amended from time to time by mutual agreement of the parties (the "Operations Agreement") that sets forth the parties respective rights, duties and obligations concerning the use of the land within the LNP. Pursuant thereto, PacifiCorp desires to release all right, title, and interest in and to any real property within the LNP in favor of a new, consolidated easement for existing and future power lines that more accurately reflects the terms and conditions set forth in the Operations Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual entry into this Agreement by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereto agree as follows:

#### **1. Grant of Easement.**

1.1 **General Terms of Transmission Line Easement.** UDOT hereby grants and conveys to PacifiCorp, in accordance with and subject to all restrictions, covenants, instruments, matters of public record or in fact, the terms and conditions of the Operations Agreement, and on the terms and conditions contained herein, a non-exclusive perpetual easement and right-of-way in the location described on Exhibit "B"

attached hereto and by this reference made a part hereof (the "Easement Area"), for and only for the purpose of surveying, constructing, operating, maintaining, reconstructing, upgrading, repairing, altering, enlarging, patrolling, inspecting, and replacing the electric transmission and distribution lines, towers, structures, communication circuits, fiber optic cables, and the stubs, cross-arms, braces, and other attachments affixed thereto for the support of such structures, lines and circuits. PacifiCorp's right to occupy, use, and enjoy the Easement Area shall derive from the terms and conditions of this Agreement and the Operations Agreement attached hereto as Exhibit "C". PacifiCorp understands that certain of the activities listed in this paragraph may require a permit, license, or other authorization from federal, state, or local government other than UDOT before being carried out. Nothing in this paragraph shall be construed as relieving PacifiCorp from the responsibility of obtaining such authorizations.

1.2 Access. PacifiCorp shall have the right of ingress and egress to the Easement Area pursuant to the terms and conditions of the Operations Agreement.

1.3 No Mineral Rights. The granting of this easement does not convey to PacifiCorp any interest in or to any mineral rights.

1.4 Reservation. UDOT reserves the right to continue to use and enjoy the LNP and the Easement Area for any purpose, but UDOT agrees that it will not hinder, conflict, or interfere with PacifiCorp's rights under this Agreement and the Operations Agreement or disturb PacifiCorp's facilities.

2. PacifiCorp Release of Existing Rights. By this Exchange Agreement, PacifiCorp hereby releases, conveys, and quitclaims to UDOT all right, title, and interest in and to any and all lands within the LNP as described in Exhibit "A" with the exception of those existing easements identified in Exhibit "D" that are and will continue to be used for the distribution of electric power. This release of real property interests pertains only to those lands within the LNP as described in this Exchange Agreement and shall not be construed as releasing any right, title, or interest in or to any other lands outside of or beyond the boundaries of the LNP.

3. Additional EHV Transmission Line Easement. As consideration for the exchange of lands herein, UDOT hereby conveys to PacifiCorp an easement (the "Additional Easement") for the installation of an additional extra high voltage transmission line within the boundaries of land as more particularly described in Exhibit "E". Until PacifiCorp obtains all necessary governmental permits, it may use the Additional Easement only for surveying and other operations necessary to complete its permit application. After all necessary permits have been obtained, PacifiCorp's rights to use the Additional Easement shall be the same as those rights set forth in Paragraph 1.1 above.

4. Use of Easement. Except in connection with the uses provided in Sections 1.1 and 3 above, PacifiCorp shall have no right to construct or erect any permanent building, structure, or other improvement on, under, or about the Easement Area.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained within the Agreement.

5. Maintenance.

5.1 Vegetation Control. PacifiCorp agrees that there shall be no use nor spraying of pesticides and/or herbicides on the LNP or the Easement Area except by selective injection methods and only as approved, in advance, in writing, by UDOT. UDOT agrees not plant or allow to grow any trees or other vegetation within the Easement Area: (a) greater than twelve feet in height or that otherwise violate PacifiCorp's electric safety clearance standards; or (b) that impairs PacifiCorp's access to its structures and facilities.

5.2 Prohibited Activities. Both parties agree that there shall be no burning, burial, or disposal of any waste or excess materials, of any kind, on any portion of the Easement Area or access roads. At no time shall any flammable material (including, but not limited to, chemical solvents, gasoline, rubbish piles, haystacks, or lumber products), any permanent residential or maintenance structure, or any other building of any kind be placed or erected within the boundaries of the Easement Area; nor shall UDOT allow or use any equipment or material of any kind that exceeds twelve (12) feet in height to be stored or used within the Easement Area. This paragraph 3.2 shall not apply to fuel properly contained in a vehicle or other equipment.

5.3 Tree and Brush Trimming. PacifiCorp shall have the right to cut, remove, trim, or otherwise control all trees, brush, and other growth on or overhanging the Easement Area; provided, however, that if UDOT planted such trees, brush, or other growth, such removal or trimming shall be made at UDOT's sole cost and expense.

6. Reversionary Interest. The parties to this Exchange Agreement hereby reserve a reversionary right to the interests hereby conveyed or released. In the event the Operations Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or for any other reason is unable to be executed as the parties intended and the parties are unable to enter into a substitute agreement as provided in Section 16 of the Operations Agreement, this Exchange Agreement shall be likewise be deemed void and all right, title and interest in and to the lands conveyed pursuant to this Exchange Agreement shall automatically revert to the respective parties without further notice or conveyance.

7. Miscellaneous Provisions.

7.1 Binding Effect; Effectiveness; Amendment. This Agreement (a) is intended to be a covenant running with the land and shall bind the parties hereto and their respective successors and permitted assigns; (b) shall become effective on and only on its execution and delivery by each party hereto, and after it is approved by the UDOT; and (c) may only be amended by an instrument executed and delivered by each party hereto.

7.2 Applicable Law. This Agreement shall be given effect and construed by application of Utah law, without regard to conflicts of laws principles.

7.3 Notices. Any written notice, demand, consent, approval, or request to be provided to a party hereto shall be given in the manner specified in the Operations Agreement.

7.4 Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

7.5 Recitals. The Recitals contained in this Agreement forms an integral part hereof.

7.6 Conflicting Provisions. If there is any conflict between the terms and conditions set forth in this Agreement or the Operations Agreement, the Operations Agreement shall control.

IN WITNESS WHEREOF, each party hereto has executed this Agreement or caused it to be executed on its behalf by its duly authorized representative, the day and year first above written.

UTAH DEPARTMENT OF TRANSPORTATION,  
a governmental entity of the State of Utah

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PacifiCorp, an Oregon corporation, d.b.a. Utah Power  
& Light Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, a Notary Public of the state and county of aforesaid, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the \_\_\_\_\_ of the Utah Department of Transportation, a governmental entity organized under the laws of the State of Utah, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, a Notary Public of the state and county of aforesaid, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the \_\_\_\_\_ of PacifiCorp, an Oregon corporation, d.b.a. Utah Power & Light Company, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and  
year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**LAND EXCHANGE AGREEMENT  
EXHIBIT A  
(Legal Description of the LNP)**

**LAND EXCHANGE AGREEMENT  
EXHIBIT B  
(Legal Description of the Easement Area)**



**LAND EXCHANGE AGREEMENT  
EXHIBIT C  
(Operations Agreement)**

**LAND EXCHANGE AGREEMENT  
EXHIBIT D  
(Existing Distribution Easements Not Effected by this Easement Agreement)**

**LAND EXCHANGE AGREEMENT  
EXHIBIT E  
(Legal Description of the Additional Easement)**

**OPERATIONS AGREEMENT  
EXHIBIT E  
(Relocation Agreement)**

**OPERATIONS AGREEMENT  
EXHIBIT F  
(PacifiCorp's Operation and Maintenance Activities)**

## **PACIFICORP'S OPERATION AND MAINTENANCE ACTIVITIES**

### **I. Transmission Line Inspections and Surveys**

This section describes the protocols that PacifiCorp use, for the inspection and survey of its transmission lines located within the LNP. These protocols are described in general terms and are not intended to limit reasonable activities conducted in accordance with commercially reasonable standards and the specific terms and conditions set forth in the Agreement. Additionally, PacifiCorp agrees to work in good faith to reasonably minimize the impacts its inspection maintenance activities will have on the overall goals and objectives of the LNP and UDOT agrees to coordinate its management efforts of the LNP to help ensure PacifiCorp's ability to adequately maintain and utilize its transmission line structures. The following narrative describes PacifiCorp's general inspection protocols:

1. **Aerial Inspections.** PacifiCorp will perform aerial inspections of its transmission lines twice annually. One aerial inspection shall be performed in the Spring and the other performed in the Fall as follows:

- a. The Spring aerial inspection shall be performed anytime between March 1<sup>st</sup> and May 31<sup>st</sup>, provided, however, that PacifiCorp shall make a good faith effort to perform such aerial inspection prior to April 15 to avoid conflicts with breeding waterfowl and shorebirds within the LNP.
- b. The Fall aerial inspection shall be performed anytime between October 1<sup>st</sup> and November 30<sup>th</sup>.

In performing its aerial inspections, PacifiCorp will utilize helicopters to get an observer in an observation position above the transmission lines. The observer assesses the condition of the transmission lines and hardware to determine whether any components need to be repaired or replaced or if other conditions exist that require maintenance or modification activities. The aerial inspections within the LNP will require a short period of time (several hours to complete the inspection of the entire transmission line within the LNP), however, weather, flight control restrictions, and the extent of damage assessment may extend the duration of the aerial inspections.

2. **Detailed Ground Inspections.** PacifiCorp will perform an annual detailed inspection of its transmission lines. The detailed inspection of the transmission lines will be performed from the ground along the Transmission Line Easement and those New Access Routes identified in Exhibit "F". The inspector will check all equipment and other components that could require repairs. Inspectors performing such inspections will utilize conventional 4-wheel drive trucks, 4-wheel all terrain vehicles (ATV's), snow cats or the inspector may walk the line. The annual ground inspection will be conducted between November 15 and January 31.

3. **Outage-cause Inspections.** In the event of an outage or interruption in the transmission of electricity or other failure of PacifiCorp's transmission lines, PacifiCorp shall perform detailed inspections of its transmission lines to determine the cause. Outage-cause inspections will be performed by utilizing the equipment and points of access as identified in section 2 above. PacifiCorp will notify the LNP manager within a reasonable period of time and will not exceed forty eight (48) hours after the occurrence. Such notice shall also include a description of the work, if any, that was or will be performed to correct the outage or damage to PacifiCorp's transmission lines.

PacifiCorp will also perform minor repairs during its detailed ground inspections or outage cause inspections such as repairing the concrete foundations of structures, replacing insulators, or performing other minor tasks that don't involve long duration, specialized equipment, or large crews.

## **II. Maintenance of Existing Facilities**

This section describes the protocols that PacifiCorp use, for the maintenance of its transmission lines located within the LNP. These protocols are described in general terms and are not intended to limit reasonable maintenance activities conducted in accordance with commercially reasonable standards and the specific terms and conditions set forth in the Agreement. Additionally, PacifiCorp agrees to work in good faith to reasonably minimize the impacts its maintenance activities will have on the overall goals and objectives of the LNP and UDOT agrees to coordinate its management efforts of the LNP to help ensure PacifiCorp's ability to adequately maintain and utilize its transmission line structures. The following narrative describes PacifiCorp's general maintenance protocols:

### **1. Routine Maintenance Activities.**

Routine Maintenance Activities are ordinary maintenance tasks that have historically been performed and are regularly carried out on a routine basis, including the replacement of individual structures, components, cables, lines, insulators, and other facilities that, due to obsolescence, age or wear are in need of replacement or repair.

The term "Routine Maintenance Activities" does not include the repair or replacement of any equipment or facility that is not in working order and necessitates replacement immediately for the safe and efficient operation of a given transmission line. This type of activity is described in Section 3. Emergency Maintenance Activities.

There are two types of Routine Maintenance Activities that will be performed by PacifiCorp:

a) **"A" Condition Routine Maintenance Activities** are those maintenance activities where PacifiCorp's transmission lines or their components must be repaired

within in a short period of time, typically within thirty (30) days of discovery, in order to ensure that the line does not suffer an outage or cause safety concerns; and

b) **"B" Condition Routine Maintenance Activities** are those maintenance activities where PacifiCorp's transmission lines or their components may be repaired during detailed ground or outage-cause inspections, or that may be scheduled to occur at any time within a twelve-month period. Routine Maintenance Activities for "B" conditions such as replacing structures and conductors that require relatively large crews or large or specialized equipment shall be performed by PacifiCorp between July 15th and October 15th. This period of time may be extended or performed during other periods of the year after discussions with the LNP manager.

The type of equipment used to perform Routine Maintenance Activities varies depending on the extent of the work to be performed. Typical equipment used for these kinds of activities include four-wheel-drive pickups, man-haul, material flatbeds, line trucks, concrete trucks and pumping equipment, cranes, snow cat, tractor trailer, and high reach. PacifiCorp will use geotextile fabrics to the extent possible when temporary fill materials are required. These geotextile fabrics will be provided by UDOT in sufficient quantity and shall be stored at the UDOT facility on 900 North and North Salt Lake. These geotextile fabrics will be available for use by PacifiCorp to be used for projects within the LNP.

### **III. Facilities Upgrade Activities.**

As energy conditions and power needs along the Wasatch Front change, existing transmission line facilities within the LNP will be upgraded or rebuilt to accommodate the need for additional capacity. "Facility Upgrade Activities" are relatively large-scale efforts that include the replacement of outdated structures and conductors, increasing voltages of existing conductors, or modernizing or improving existing facilities. Facilities Upgrade Activities typically will occur on a relatively infrequent basis depending on the age and structural integrity of the existing structures and facilities and the needs of PacifiCorp in expanding or improving its capacity on existing systems. Equipment and access requirements involve relatively large crews and a variety of equipment, including heavy equipment, and usually require several months or longer to complete.

PacifiCorp will give the LNP manager at least six (6) months written notice prior to performing Facilities Upgrade Activities. Facilities Upgrade Activities will be performed between July 15th and October 15th to the extent possible. PacifiCorp may perform such activities outside of that period of time provided that PacifiCorp consults with the LNP manager on the type of work, duration of work that will be performed and methods to reasonably minimize the disturbance that such activities will have on the LNP.

The type of equipment used by PacifiCorp to upgrade its transmission lines varies depending on the extent of the work to be performed, however, the type of equipment



that is typically used for these kinds of activities includes four-wheel-drive pickups, man-haul, material flatbeds, line trucks, concrete trucks and pumping equipment, cranes, snow cat, tractor trailer, and high reach and other heavy equipment as required. PacifiCorp will use geotextile fabrics to the extent possible when temporary fill materials are required. These geotextile fabrics will be provided by UDOT in sufficient quantity and shall be stored at the UDOT facility on 900 North and North Salt Lake. These geotextile fabrics will be available for use by PacifiCorp to be used for projects within the LNP.

#### **IV. Emergency Maintenance Activities.**

Emergency Maintenance Activities are those activities necessary to repair a transmission line or prevent damage to a transmission line where such repair or preventative work is required to eliminate a safety hazard, prevent reasonably imminent damage to the transmission line or to restore service in the event of an outage. In such event, PacifiCorp may dispatch its crews to correct or prevent such damage within the LNP at any time and without prior notice to UDOT; provided that written notification is given to UDOT within 48 hours after such work has been commenced.

The type and scope of equipment used for Emergency Maintenance Activities will vary depending on the severity of the emergency and extent of work required to be performed. Typically, the type of equipment used for Emergency Maintenance Activities is the same as the equipment used for Routine Maintenance Activities and Facilities Upgrade Activities.

#### **V. Construction of New Facilities**

PacifiCorp intends to build a new high voltage transmission line which is proposed to be constructed parallel to and west of the existing transmission lines within the LNP. Area load growth, region load growth, location of generation facilities and other factors will determine the exact timing of construction of this future line. Unencumbered access routes suitable for heavy equipment and vehicles from off-line access points and unencumbered access along the Transmission Line Easement for heavy equipment will be required. PacifiCorp will consult with and notify the LNP manager at least one year in advance of constructing the additional transmission line, unless otherwise agreed upon by PacifiCorp and the LNP manager. PacifiCorp and the LNP manager will meet as often as reasonably necessary and, to the extent possible, schedule the construction work, to the extent reasonably possible, to occur during periods of time that will minimize the impacts to the LNP. PacifiCorp will obtain any permits or authorizations necessary for the construction of new facilities as may be required by federal, state or local authorities.

#### **VI. Restoration Activities**

For emergency work performed pursuant to paragraph IV above, PacifiCorp shall, under UDOT's direction and instruction, restore any damaged areas to a condition reasonably similar to the condition of the land, as it existed immediately prior to the

emergency access. PacifiCorp shall have no other obligation for restoration for any other work performed within the LNP.

## **APPENDIX C: LNP COMMUNITY OUTREACH CONTACTS**

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This document contains a list of groups and persons to include in the LNP Community Outreach Plan.

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**Contact Person:** Chris Brown (801-531-0999; cell 801-580-3746; christopher\_brown@tnc.org)

**Affiliation:** The Nature Conservancy – Great Salt Lake Shorelands Preserve

**Purpose:** Sharing and/or delegation of educational programs and preserve tours. Sharing of successes and failures to optimize the development of the LNP's Education and Access Program.

**Contact Frequency:** Monthly, or more as needed.

**Issues to Discuss:** Delegation of access requests between preserves; appropriate groups to consider for tours of LNP or TNC preserves; education and access successes, failures, and current issues.

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**Contact Person:** Rich Hansen (801-451-7386; cell 801-710-0897; richhansen@utah.gov)

**Affiliation:** UDWR – Farmington Bay Waterfowl Management Area

**Purpose:** Sharing and/or delegation of educational programs and preserve tours. Sharing of successes and failures to optimize the development of LNP's Education and Access Program.

**Contact Frequency:** Monthly, or more as needed.

**Issues to Discuss:** Delegation of access requests between preserves; appropriate groups to consider for tours of LNP or Farmington Bay preserves; education and access successes, failures, and current issues.

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**Contact Person:** Bridget Olson (435-723-5887 x11; bridget\_olson@fws.gov)

**Affiliation:** U.S. Fish and Wildlife Service – Bear River Migratory Bird Refuge

**Purpose:** Sharing and/or delegation of educational programs and preserve tours. Sharing of successes and failures to optimize the development of LNP's Education and Access Program.

**Contact Frequency:** Monthly, or more as needed.

**Issues to Discuss:** Delegation of access requests between preserves; appropriate groups to consider for tours of LNP or Bear River preserves; education and access successes, failures, and current issues.

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**Contact Person:** Patti Nelis (801-575-3472; pattynelis@slcgov.com)

**Affiliation:** Salt Lake Airport Mitigation Preserve

**Purpose:** Sharing and/or delegation of educational programs and preserve tours. Sharing of successes and failures to optimize the development of LNP's Habitat Management and Education and Access Programs.

**Contact Frequency:** Monthly, or more as needed.

**Issues to Discuss:** Delegation of access requests between preserves; appropriate groups to consider for tours of LNP or Airport preserve; education and access successes, failures, and current issues.

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**Contact Person:** Nancy Keate (801-538-5548; nancykeate@utah.gov)

**Affiliation:** Utah Division of Wildlife Resources

**Purpose:** Conducting and managing wetland and wildlife research.

**Contact Frequency:** Monthly, or more as needed.

**Issues to Discuss:** Possible research projects on the LNP; inquiries regarding local habitats, wetland, and wildlife characteristics.

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**Contact Person:** Ann Neville (801-891-6842; aneville@kennecott.com)

**Affiliation:** Kennecott / Inland Sea Shorebird Reserve (ISSR)

**Purpose:** Sharing and/or delegation of educational programs and preserve tours. Sharing of successes and failures to optimize the development of LNP's Education and Access Program.

**Contact Frequency:** Monthly, or more as needed.

**Issues to Discuss:** Delegation of access requests between preserves; appropriate groups to consider for tours of LNP or ISSR; education and access successes, failures, and current issues.

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**Contact Person:** Lynn deFretias (801-583-5593; mail@fogsl.org)

**Affiliation:** Friends of the Great Salt Lake

**Purpose:** Education opportunities.

**Contact Frequency:** As needed, depending on demand for Great Salt Lake ecosystem education.

**Issues to Discuss:** Types of education opportunities offered by Project SLICE and other Great Salt Lake-based education programs.

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**Contact Person:** Unknown (801-451-4151)

**Affiliation:** Davis County Sheriff's Office

**Purpose:** Law enforcement.

**Contact Frequency:** Every other month to keep up-to-date; as needed for enforcement issues.

**Issues to Discuss:** Trespass problems and prevention, areas of jurisdiction within LNP, dispatch protocols.

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**Contact Person:** Keith Fullencamp (801-388-1719)

**Affiliation:** Utah Division of Wildlife Resources

**Purpose:** Law enforcement (fish and wildlife).

**Contact Frequency:** Every other month to keep up-to-date; as needed for enforcement issues.

**Issues to Discuss:** Fish and wildlife laws, shooting laws, poaching, injured wildlife, enforcement on the LNP, and dispatch protocols.

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**Contact Person:** Dick Gilbert (801-968-7483)

**Affiliation:** Ambassador Duck Club

**Purpose:** Updating, sharing info, trespass issues.

**Contact Frequency:** Every other month, or more frequently during months of increased public use at Duck Club.

**Issues to Discuss:** Sharing and updating information on activities at LNP and Duck Club properties; discussing any trespass issues from visitors of one area into the other; discussing any water issues.

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**Contact Person:** Marc Heilesen (801-467-9294; marc.heilesen@sierraclub.org)

**Affiliation:** Sierra Club, Utah Chapter

**Purpose:** Alert members to guided tours or any other opportunities for the public at LNP; coordinate presentations about LNP at member meetings.

**Contact Frequency:** As needed to update group about LNP activities.

**Issues to Discuss:** Educational presentations, educational tours of LNP, advertisement of research opportunities to Sierra Club members.

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**Contact Person:** Gary Hatch (801-544-3736)

**Affiliation:** Davis County Mosquito Abatement District

**Purpose:** Information exchange and updates on mosquito abatement practices on LNP.

**Contact Frequency:** Monthly or bi-monthly during active mosquito season.

**Issues to Discuss:** Abatement practices being used on LNP, safe and responsible protocols for abatement technicians while working on LNP, ensuring compliance.

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**Contact Person:** Steve Jensen (801-220-2321)

**Affiliation:** Pacificorp

**Purpose:** Access by Pacificorp on LNP to repair power lines.

**Contact Frequency:** Every other month or as needed.

**Issues to Discuss:** Access protocol, access frequency, powerline safety issues.

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**Contact Person:** Unknown

**Affiliation:** USDA

**Purpose:** USDA access to survey plot located on LNP property.

**Contact Frequency:** Once a year; initial contact, then contact only as needed by USDA for access to survey plot.

**Issues to Discuss:** 5-year survey plot for USDA research project present on LNP; access to plot for USDA staff when needed.

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**Contact Person:** Biology/Environmental Science Faculty

**Affiliation:** University of Utah

**Purpose:** Research outreach.

**Contact Frequency:** During research recruitment times (i.e., early summer into fall), or as ideas and need for research topics arise.

**Issues to Discuss:** Potential research projects at LNP; students seeking research projects or internship employment at LNP; tours of LNP as part of biology courses.

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**Contact Person:** Tom Smith or Brandon Hunt (801-444-2230)

**Affiliation:** Davis County Weed Board/Public Works

**Purpose:** Noxious weed management, protocol, and coordination.

**Contact Frequency:** Every other month or as needed for weed issues.

**Issues to Discuss:** Weed management, pesticide clearance, and management practices, successes, and failures.

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